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Transcript Exhibit(s)

Docket #(s): I-20752A-10-0307

AZ CORP COMMISSION
DOCKET CONTROL

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Exhibit #: A1-A3, S1, S2

Arizona Corporation Commission

DOCKETED

JUN 6 2011

DOCKETED BY	<i>RD33</i>
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NEW APPLICATION
MILLER
ORIGINAL ISAR RECEIVED
TRUSTED ADVISORS

ANDREW O. ISAR

4423 POINT FOSDICK DRIVE, NW 22 P 4: 34
SUITE 306
GIG HARBOR, WA 98335
TELEPHONE: 253.851.6700
FACSIMILE: 866.474.3680
WWW.MILLERISAR.COM



Via Overnight Delivery

July 21, 2010

Docket Control Center
Arizona Corporation Commission
1200 W. Washington Street, Room 108
Phoenix, Arizona 85007-2996

T-20752A-10-0307

Re: Application for Certificate of Convenience and Necessity

Dear Sir/Madam:

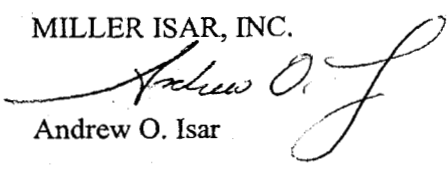
Enclosed for filing with the Arizona Corporation Commission are an original and thirteen (13) copies of Liberty-Bell Telecom, LLC's *Application for Certificate of Convenience and Necessity*. ("Application"). By this Application, Liberty-Bell Telecom, LLC requests authority to provide facilities-based and resale competitive local exchange services in Qwest Corporation service territory in Arizona, and resale interexchange telecommunications services statewide.

Please acknowledge receipt of this filing by file-stamping and returning the additional copy of this Application and transmittal letter in the self-addressed, postage-paid envelope provided for this purpose.

Questions may be directed to the undersigned.

Sincerely,

MILLER ISAR, INC.

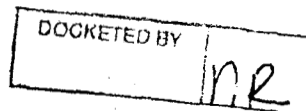

Andrew O. Isar

Enclosures

Regulatory Consultants to
Liberty-Bell Telecom, LLC

Arizona Corporation Commission
DOCKETED

JUL 22 2010



NEW APPLICATION

APPLICATION FOR CERTIFICATE OF CONVENIENCE & NECESSITY

If the Applicant wants to provide any type of Non-Customer Owned Pay Telephone ("COPT") telecommunications services in Arizona, provide the Arizona Corporation Commission ("Commission") with information being requested.

Remember that information submitted for a Certificate of Convenience and Necessity ("CC&N") will be made part of the public record (including financial statements). Any information designated as confidential will not be accepted by Docket Control. Mail your original CC&N application plus thirteen (13) copies to Arizona Corporation Commission, Docket Control, 1200 W. Washington Street, Phoenix, AZ 85007-2927.

Make sure you use the Application form dated May 24, 2010. Also, make sure you answer each numbered item and part of the item in each section of the Application form. If you do not use the correct Application form and/or do not completely answer the numbered item(s), Staff will request the Applicant to re-submit the Application form and/or complete any of the numbered item(s) and part of the item in a data request. In order for Staff to review your Application, complete the following form. Thank you.

T-20752A-10-0307

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2010 JUL 22 P 4:34

AZ CORP COMMISSION
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Arizona Corporation Commission
DOCKETED

JUL 22 2010

DOCKETED BY	
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ARIZONA CORPORATION COMMISSION

**Application and Petition for Certificate of Convenience and Necessity to Provide
Intrastate Telecommunications Services**

Mail original plus 13 copies of completed application to:

For Docket Control Only:
(Please Stamp Here)

Docket Control Center
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007-2927

Please indicate if you have current applications pending
in Arizona as an Interexchange reseller, AOS provider,
or as the provider of other telecommunication services.

Type of Service: Applicant has no pending applications before the Arizona Corporation Commission.

Docket No.: _____ Date: _____ Date Docketed: _____

Type of Service: _____

Docket No.: _____ Date: _____ Date Docketed: _____

A. COMPANY AND TELECOMMUNICATION SERVICE INFORMATION

(A-1) Please indicate the type of telecommunications services that you want to provide in Arizona and mark the appropriate box(s).

- ☒ Resold Long Distance Telecommunications Services (Answer Sections A, B).
- ☒ Resold Local Exchange Telecommunications Services (Answer Sections A, B, C).
- ☐ Facilities-Based Long Distance Telecommunications Services (Answer Sections A, B, D).
- ☒ Facilities-Based Local Exchange Telecommunications Services (Answer Sections A, B, C, D, E)
- ☐ Alternative Operator Services Telecommunications Services (Answer Sections A, B)
- ☐ Other _____ (Please attach complete description)

(A-2) The name, address, telephone number (including area code), facsimile number (including area code), e-mail address, and World Wide Web address (if one is available for consumer access) of the Applicant:

Liberty-Bell Telecom, LLC
2460 West 26th Avenue
Suite #380-C
Denver, CO 80211
Telephone: 303.831-1977
Facsimile: 303.831.1988
Electronic Mail: jweber [at] libertybelltelecom [dot] com

(A-3) The d/b/a ("Doing Business As") name if the Applicant is doing business under a name different from that listed in Item (A-2):

Company does not currently utilize a fictitious name or DBA.

(A-4) The name, address, telephone number (including area code), facsimile number (including area code), and E-mail address of the Applicant's Management Contact:

Jay Weber
Executive Vice President
2460 West 26th Avenue, Suite #380-C
Denver, CO 80211
Telephone: 303.831.1977
Facsimile: 303.831.1988
Electronic Mail: jweber [at] libertybelltelecom [dot] com

(A-5) The name, address, telephone number (including area code), facsimile number (including area code), and E-mail address of the Applicant's Attorney and/or Consultant:

Andrew O. Isar
Miller Isar, Inc.
4423 Point Fosdick Drive NW, Suite 306
Gig Harbor, Washington 98335
Telephone: 253.851.6700
Facsimile: 866.474.3530
Email: aisar [at] millerisar [dot] com

(A-6) The name, address, telephone number (including area code), facsimile number (including area code), and E-mail address of the Applicant's Complaint Contact Person:

Christina Neher
Liberty-Bell Telecom, LLC
2460 West 26th Avenue
Suite #380-C
Denver, CO 80211
Telephone: 303.831.1977
Toll Free: 866.664.2355
Facsimile: 303.831.1988
Electronic Mail: cneher [at] libertybelltelecom [dot] com

(A-7) What type of legal entity is the Applicant? Mark the appropriate box(s) and category.

- ☐ Sole proprietorship
- ☐ Partnership: _____ Limited, _____ General, _____ Arizona, _____ Foreign
- ☒ Limited Liability Company: _____ Arizona, X Foreign
- ☐ Corporation: _____ "S", _____ "C", _____ Non-profit
- ☐ Other, specify: _____

(A-8) Please include "Attachment A":

Attachment "A" must include the following information:

1. A copy of the Applicant's Certificate of Good Standing as a domestic or foreign corporation, LLC, or other entity in Arizona.
2. A list of the names of all owners, partners, limited liability company managers (or if a member managed LLC, all members), or corporation officers and directors (specify).
3. Indicate percentages of ownership of each person listed in A-8.2.

Please refer to Attachment A.

(A-9) Include your Tariff as "Attachment B".

Your Tariff must include the following information:

1. Proposed Rates and Charges for each service offered (reference by Tariff page number).
2. Tariff Maximum Rate and Prices to be charged (reference by Tariff page number).
3. Terms and Conditions Applicable to provision of Service (reference by Tariff page number).
4. Deposits, Advances, and/or Prepayments Applicable to provision of Service (reference by Tariff page number).
5. The proposed fee that will be charged for returned checks (reference by Tariff page number).

Please refer to Attachment B.

(A-10) Indicate the geographic market to be served:

- ☒ Statewide. (Applicant adopts statewide map of Arizona provided with this application).
- ☐ Other. Describe and provide a detailed map depicting the area.

Applicant proposes to provide local exchange services only in those local exchange services served by Qwest Corporation. Applicant proposes to provide interexchange services statewide.

(A-11) Indicate if the Applicant or any of its officers, directors, partners, or managers has been or are currently involved in any formal or informal complaint proceedings before any state or federal regulatory commission, administrative agency, or law enforcement agency.

Describe in detail any such involvement. Please make sure you provide the following information:

1. States in which the Applicant has been or is involved in proceedings.
2. Detailed explanations of the Substance of the Complaints.
3. Commission Orders that resolved any and all Complaints.
4. Actions taken by the Applicant to remedy and/or prevent the Complaints from re-occurring.

Liberty Bell Telecom, LLC is party along with multiple other CLEC's in Colorado to the Qwest switched access complaint that alleged unfiled access agreements with AT&T and other carriers. Colorado Docket #08F-259T. This complaint is still pending a hearing at the Colorado PUC. Apart from the switched access complaint, nether Applicant or any of its officers, directors, partners, or managers have been or are currently involved in any other formal or informal complaint proceedings pending before any state or federal regulatory commission, administrative agency, or law enforcement agency.

(A-12) Indicate if the Applicant or any of its officers, directors, partners, or managers has been or are currently involved in any civil or criminal investigation, or had judgments entered in any civil matter, judgments levied by any administrative or regulatory agency, or been convicted of any criminal acts within the last ten (10) years.

Describe in detail any such judgments or convictions. Please make sure you provide the following information:

1. States involved in the judgments and/or convictions.
2. Reasons for the investigation and/or judgment.
3. Copy of the Court order, if applicable.

No. Neither the Applicant or any of its officers, directors, partners, or managers have been or are currently involved in any civil or criminal investigation, or had judgments entered in any civil matter, judgments levied by any administrative or regulatory agency, or been convicted of any criminal acts within the last ten (10) years.

(A-13) Indicate if the Applicant's customers will be able to access alternative toll service providers or resellers via 1+101XXXX access.

☒ Yes

☐ No

(A-14) Is Applicant willing to post a Performance Bond? Please check appropriate box(s).

☒ For Long Distance Resellers, a \$10,000 bond will be recommended for those resellers who collect advances, prepayments or deposits.

☒ Yes

☐ No

If "No", continue to question (A-15).

☒ For Local Exchange Resellers, a \$25,000 bond will be recommended.

☒ Yes

☐ No

If "No", continue to question (A-15).

☐ For Facilities-Based Providers of Long Distance, a \$100,000 bond will be recommended.

☐ Yes

☐ No

If "No", continue to question (A-15).

☒ For Facilities-Based Providers of Local Exchange, a \$100,000 bond will be recommended.

☒ Yes

☐ No

If any box in (A-14) is marked "No", continue to question (A-15).

Note: Amounts are cumulative if the Applicant is applying for more than one type of service.

(A-15) If any box in (A-14) is marked "No", provide the following information. Clarify and explain the Applicant's deposit policy (reference by tariff page number). Provide a detailed explanation of why the Applicant's superior financial position limits any risk to Arizona consumers.

Although Applicant is aware of the Commission's policy of requiring financial surety of new applicants for certificate of public convenience and necessity, applicant maintains that surety is not required as a prerequisite for Applicant to provide service in Arizona. Applicant is profitable, as demonstrated by its financial statements attached hereto as Attachment D. Applicant does not plan to accept customer deposits, and imposes no financial risks to the public and does not warrant imposition of any financial surety.

(A-16) Submit copies of affidavits of publication that the Applicant has, as required, published legal notice of the Application in all counties where the Applicant is requesting authority to provide service.

Note: For Resellers, the Applicant must complete and submit an Affidavit of Publication Form as Attachment "C" before Staff prepares and issues its report. Refer to the Commission's website for Legal Notice Material (Newspaper Information, Sample Legal Notice and Affidavit of Publication). For Facilities-Based Service Providers, the Hearing Division will advise the Applicant of the date of the hearing and the publication of legal notice. Do not publish legal notice or file affidavits of publication until you are advised to do so by the Hearing Division.

Please refer to draft publication Notice, attached hereto as Attachment C.

(A-17) Indicate if the Applicant is a switchless reseller of the type of telecommunications services that the Applicant will or intends to resell in Arizona:

☒ Yes

☐ No

If "Yes", provide the name of the company or companies whose telecommunications services the Applicant resells.

Applicant proposes to provide local exchange services and interexchange services utilizing one or more of the following means: 1) utilizing combinations of network elements, ancillary functions and features leased from Qwest Communications Corporation ("Qwest"), 2) under a commercial agreement with Qwest, or 3) via resale, utilizing the networks of its underlying carrier(s).

Applicant has no plans to purchase or construct its own facilities for the provision of service in the near future.

(A-18) List the States in which the Applicant has had an application approved or denied to offer telecommunications services similar to those that the Applicant will or intends to offer in Arizona:

Note: If the Applicant is currently approved to provide telecommunications services that the Applicant intends to provide in Arizona in less than six states, excluding Arizona, list the Public Utility Commission ("PUC") of each state that granted the authorization. For each PUC listed provide the name of the contact person, their phone number, mailing address including zip code, and e-mail address.

Applicant has approved applications to offer telecommunications services in the states of Colorado, New Mexico, Utah, Montana, Washington and North Dakota. Applicant currently maintains competitive local exchange and interexchange authority and provides service in the State of Colorado, New Mexico and Utah.

The Public Utility Commission contacts are:

Ms. Pat Parker
Colorado Public Utilities Commission
1560 Broadway, Suite 250,
Denver, CO 80202
Telephone: 303.894.2905
Email: pat.parker@dora.state.co.us

Mr. Mark Cessarich
New Mexico Public Regulation Commission
1120 Paseo de Peralta
Santa Fe, NM 87504
Telephone: 505-827-6903
Email: mark.cessarich@state.nm.us

Mr. Ron Slusher
Utah Public Service Commission
160 East 300 South
Salt Lake City, UT 84114
Telephone: 801-530-6426
Email: rslusher@utah.gov

In no instance has Applicant had an application to provide services similar to those proposed in the instant Application denied.

(A-19) List the States in which the Applicant currently offers telecommunications services similar to those that the Applicant will or intends to offer in Arizona.

Note: If the Applicant currently provides telecommunication services that the Applicant intends to provide in Arizona in six or more states, excluding Arizona, list the states. If the Applicant does not currently provide telecommunications services that the Applicant intends to provide in Arizona in five or less states, list the key personnel employed by the Applicant. Indicate each employee's name, title, position, description of their work experience, and years of service in the telecommunications services industry.

Applicant is currently providing competitive local exchange telecommunications services in the States of Colorado, New Mexico and Utah. A listing of key personnel employed by Applicant is attached hereto at Attachment D.

(A-20) List the names and addresses of any alternative providers of the service that are also affiliates of the telecommunications company, as defined in R14-2-801.

Applicant is not affiliated with any entity, as defined in R14-2-801 that provides services provided by applicant.

(A-21) Check here if you wish to adopt as your petition a statement that the service has already been classified as competitive by Commission Decision:

- ☒ Decision # 64178 Resold Long Distance
- ☒ Decision # 64178 Resold LEC
- ☐ Decision # 64178 Facilities Based Long Distance
- ☒ Decision # 64178 Facilities Based LEC

B. FINANCIAL INFORMATION

(B-1) Indicate if the Applicant has financial statements for the two (2) most recent years.

☒ Yes

☐

No

If "No," explain why and give the date on which the Applicant began operations.

(B-2) Include "Attachment D".

Provide the Applicant's financial information for the two (2) most recent years.

1. A copy of the Applicant's balance sheet.
2. A copy of the Applicant's income statement.
3. A copy of the Applicant's audit report.
4. A copy of the Applicant's retained earnings balance.
5. A copy of all related notes to the financial statements and information.

Note: Make sure "most recent years" includes current calendar year or current year reporting period.

Please refer to Attachment D.

(B-3) Indicate if the Applicant will rely on the financial resources of its Parent Company, if applicable.

Applicant is a wholly owned subsidiary of Liberty-Bell, LLC. Liberty-Bell, LLC is a holding company that does not have any operating authority. Applicant does not rely on the financial resources of Liberty-Bell, LLC.

(B-4) The Applicant must provide the following information.

1. Provide the projected total revenue expected to be generated by the provision of telecommunications services to Arizona customers for the first twelve months following certification, adjusted to reflect the maximum rates for which the Applicant requested approval. Adjusted revenues may be calculated as the number of units sold times the maximum charge per unit.

Applicant projects total revenue generated by the provision of telecommunications services generated from Arizona for the first twelve months following certification to be \$500,000.00

2. Provide the operating expenses expected to be incurred during the first twelve months of providing telecommunications services to Arizona customers following certification.

Applicant projects operating expenses to be incurred during the first twelve months of providing telecommunications to be a minimum of \$400,000.00.

3. Provide the net book value (original cost less accumulated depreciation) of all Arizona jurisdictional assets expected to be used in the provision of telecommunications service to Arizona customers at the end of the first twelve months of operation. Assets are not limited to plant and equipment. Items such as office equipment and office supplies should be included in this list.

Applicant does not require network to serve Arizona subscribers and will maintain no assets located in the State of Arizona for the first twelve months of operation.

(B-4) The Applicant must provide the following information. (continued)

4. If the projected value of all assets is zero, please specifically state this in your response.

Applicant's projected value of all Arizona assets will be zero for the first twelve months.

5. If the projected fair value of the assets is different than the projected net book value, also provide the corresponding projected fair value amounts.

Inapplicable.

C. RESOLD AND/OR FACILITIES-BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

(C-1) Indicate if the Applicant has a resale agreement in operation,

☐

Yes

☒

No

If "Yes", please reference the resale agreement by Commission Docket Number or Commission Decision Number.

D. FACILITIES-BASED LONG DISTANCE AND/OR FACILITIES BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

(D-1) Indicate if the Applicant is currently selling facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services in Arizona. This item applies to an Applicant requesting a geographic expansion of their CC&N:

☐

Yes

☒

No

If "Yes," provide the following information:

1. The date or approximate date that the Applicant began selling facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services in Arizona.
2. Identify the types of facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services that the Applicant sells in Arizona.

If "No," indicate the date when the Applicant will begin to sell facilities-based long distance telecommunications AND/OR facilities-based local exchange telecommunications services in Arizona.

Applicant's current plans are to begin to sell facilities-based local exchange telecommunications services in the State of Arizona within 30 days of approval.

E. FACILITIES-BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

(E-1) Indicate whether the Applicant will abide by the quality of service standards that were approved by the Commission in Commission Decision Number 59421:



Yes



No

(E-2) Indicate whether the Applicant will provide all customers with 911 and E911 service, where available, and will coordinate with incumbent local exchange carriers ("ILECs") and emergency service providers to provide this service:



Yes



No

(E-3) Indicate that the Applicant's switch is "fully equal access capable" (i.e., would provide equal access to facilities-based long distance companies) pursuant to A.A.C. R14-2-1111 (A):




Yes



No

I certify that if the applicant is an Arizona corporation, a current copy of the Articles of Incorporation is on file with the Arizona Corporation Commission and the applicant holds a Certificate of Good Standing from the Commission. If the company is a foreign corporation or partnership, I certify that the company has authority to transact business in Arizona. I certify that all appropriate city, county, and/or State agency approvals have been obtained. Upon signing of this application, I attest that I have read the Commission's rules and regulations relating to the regulations of telecommunications services (A.A.C. Title 14, Chapter 2, Article 11) and that the company will abide by Arizona state law including the Arizona Corporation Commission Rules. I agree that the Commission's rules apply in the event there is a conflict between those rules and the company's tariff, unless otherwise ordered by the Commission. I certify that to the best of my knowledge the information provided in this Application and Petition is true and correct.



(Signature of Authorized Representative)

July 19, 2010

(Date)

Jay Weber

(Print Name of Authorized Representative)

Executive Vice President

(Title)

SUBSCRIBED AND SWORN to before me this 19th day of July, 2010.



NOTARY PUBLIC

My Commission Expires September 25, 2012
My Commission Expires _____

MISTY McCANCE
NOTARY PUBLIC
STATE OF COLORADO

ARIZONA CORPORATION COMMISSION

**Application and Petition for Certificate of Convenience and Necessity to Provide
Intrastate Telecommunications Services
Of
Liberty-Bell Telecom, LLC**

ATTACHMENT A

A copy of the Applicant's Certificate of Good Standing as a domestic or foreign corporation, LLC, or other entity in the State of Arizona.

A copy of Applicant's Certificate of Good Standing as a Foreign Corporation is attached.

A list of the names of all owners, partners, limited liability company managers (or if a member managed LLC, all members), or corporation officers and directors (specify).

The Applicant, Liberty-Bell Telecom, LLC is a wholly owned subsidiary of Liberty-Bell, LLC. The names and titles of Applicant's limited liability holding company's managers and respective ownership with greater than 5% ownership are:

<u>Individual And Address</u>	<u>Shares Owned</u>	<u>Percentage of Shares Issued</u>
Nigel Alexander 2460 W. 26 th Avenue, Suite #380-C Denver, CO 80211	596,000	48.57%
Thomas G. Martino 2460 W. 26 th Avenue, Suite #380-C Denver, CO 80211	135,000	11.00%
Robert S. Unger 2460 W. 26 th Avenue, Suite #380-C Denver, CO 80211	117,000	9.54%
George Caulkins 2460 W. 26 th Avenue, Suite #380-C Denver, CO 80211	96,727	7.88%

Other Owners: There are 15 small individual investors that cumulatively hold less than 23% in the company.

Company Officers:

<u>Individual And Address</u>	<u>Shares Owned</u>	<u>Percentage of Shares Issued</u>
Nigel Alexander LLC Manager 2460 W. 26th Avenue, Suite #380-C Denver, CO 80211	596.000	48.57%
Christina Neher Chief Operating Officer 2460 W. 26th Avenue, Suite #380-C Denver, CO 80211	52,273	4.26%
Jay Weber Executive Vice President 2460 W. 26th Avenue, Suite #380-C Denver, CO 80211	52,000	4.24%

STATE OF ARIZONA



Office of the
CORPORATION COMMISSION
CERTIFICATE OF GOOD STANDING

To all to whom these presents shall come, greeting:

I, Ernest G. Johnson, Executive Director of the Arizona Corporation Commission, do hereby certify that

*****LIBERTY BELL TELECOM, LLC*****

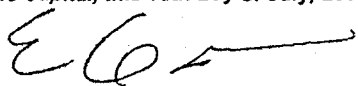
a foreign limited liability company organized under the laws of the jurisdiction of Colorado did obtain a Certificate of Registration in Arizona on the 5th day of March 2010.

I further certify that according to the records of the Arizona Corporation Commission, as of the date set forth hereunder, the said limited liability company has not had its Certificate of Registration revoked for failure to comply with the provisions of A.R.S. section 29-601 et seq., the Arizona Limited Liability Company Act; and that the said limited liability company has not filed a Certificate of Cancellation as of the date of this certificate.

This certificate relates only to the legal authority of the above named entity as of the date issued. This certificate is not to be construed as an endorsement, recommendation, or notice of approval of the entity's condition or business activities and practices.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Arizona Corporation Commission. Done at Phoenix, the Capital, this 15th Day of July, 2010, A. D.




Executive Director

By: _____ 494989

ARIZONA CORPORATION COMMISSION

**Application and Petition for Certificate of Convenience and Necessity to Provide
Intrastate Telecommunications Services
Of
Liberty-Bell Telecom, LLC**

ATTACHMENT B

Applicant's combined local exchange and interexchange tariff is attached.

Proposed Rates and Charges for each service offered appear in Applicant's proposed Effective Rate Schedule No. 1.

Tariff Maximum Rate and Prices to be charged appear beginning at tariff Sheet No. 67.

Terms and Conditions Applicable to provision of Service appear beginning at tariff Sheet No. 12.

Deposits, Advances, and/or Prepayments Applicable to provision of Service appear at tariff Sheet No. 342.

The proposed fee that will be charged for returned checks appears beginning at tariff Sheet Nos. 29, 41.

ARIZONA TELECOMMUNICATIONS TARIFF

Regulations and Schedule of Charges Applying to
Competitive Local Exchange
And Interexchange
Telecommunications Services
in the State of Arizona

Liberty-Bell Telecom, LLC

2460 West 26th Avenue
Suite #380-C
Denver, CO 80211

Tariff ("Tariff") contains descriptions, regulations, and rates applicable to the furnishing of competitive, presubscribed local exchange and interexchange telecommunications Services provided by Liberty-Bell Telecom, LLC ("Liberty-Bell" or "Company") within the State of Arizona. This Tariff is on file with the Arizona Corporation Commission ("Commission"). This Tariff may also be inspected during normal business hours at Liberty-Bell Telecom, LLC's principal place of business at 2460 West 26th Avenue, Suite #380-C, Denver, CO 80211.

Issued: July N, 2010

Effective:

Issued By:

Jay Weber
Executive Vice President
Liberty-Bell Telecom, LLC
2460 West 26th Avenue, Suite #380-C
Denver, CO 80211

CHECK SHEET

Sheets 1 through 81 of this Tariff are effective as of the date shown at the bottom of the respective Sheet(s). Revised Sheets as named below contain all changes from the original filing that are in effect on the date listed.

Sheet No.	Sheet Version	Sheet No.	Sheet Version	Sheet No.	Sheet Version
1	Original	35	Original	69	Original
2	Original	36	Original	70	Original
3	Original	37	Original	71	Original
4	Original	38	Original	72	Original
5	Original	39	Original	73	Original
6	Original	40	Original	74	Original
7	Original	41	Original	75	Original
8	Original	42	Original	76	Original
9	Original	43	Original	77	Original
10	Original	44	Original	78	Original
11	Original	45	Original	79	Original
12	Original	46	Original	80	Original
13	Original	47	Original	81	Original
14	Original	48	Original		
15	Original	49	Original		
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29	Original	63	Original		
30	Original	64	Original		
31	Original	65	Original		
32	Original	66	Original		
33	Original	67	Original		
34	Original	68	Original		

Issued: July N, 2010

Effective:

Issued By:

Jay Weber
Executive Vice President
Liberty-Bell Telecom, LLC
2460 West 26th Avenue, Suite #380-C
Denver, CO 80211

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

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EXPLANATION OF SYMBOLS

- (C) Change in the offering
- (D) To signify a discontinued regulation.
- (I) To signify increased rate.
- (M) To signify material relocated from or to another Tariff location.
- (N) To signify a new rate or regulation.
- (R) To signify a reduced rate.
- (T) To signify a change in text only.

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TARIFF FORMAT

- A. Page Numbering** - Sheet numbers appear in the upper right corner of the Sheet. Sheets are numbered sequentially. However, occasionally, when a new Sheet is added between Sheets already in effect, a decimal is added. For example, a new Sheet added between Sheets 14 and 15 would be 14.1.
- B. Numbers** - Revision numbers also appear in the upper right corner of each Sheet. These numbers are used to determine the most current Sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in its Tariff approval process, the most current Sheet number on file with the Commission is not always the Sheet in effect. Consult the Check Sheet for the Sheet currently in effect.
- C. Paragraph Numbering Sequence** - There are five levels of paragraph coding. Each level of code is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
- D. Check Sheets** - When a Tariff filing is made with the Commission, an updated Check Sheet accompanies the Tariff filing. The Check Sheet lists the Sheets contained in the Tariff with a cross-reference to the current revision number. When new Sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this Sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some Sheets). The Tariff Authorized User should refer to the latest Check Sheet to find if a particular Sheet is the most current on file with the Commission.

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APPLICATION OF TARIFF

- A.** This Tariff schedule sets forth the Service offerings, rates, terms and conditions applicable to the furnishing of competing local exchange Services offered by Company to Customers in the State of Arizona, subject to availability.
- B.** The Company's exchanges and local calling areas are the same as those shown in the tariffs of Qwest Corporation that serve the same exchanges as the Company. The Company shall provide service in the exchanges where facilities are available. The Company concurs with the maps filed by Qwest Corporation. See: http://tariffs.qwest.com:8000/idc/groups/public/documents/tariff/htmltoc_az_exch_maps.htm
- C.** The rates and regulations contained in this Tariff apply only to the intrastate telecommunications Services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or the Services provided by a Local Exchange Carrier or other common Carrier for use in accessing the Services of Company. This Tariff does not cover any information service or other unregulated service offered by Company.
- D.** Company may not be deemed to have waived or impaired any right, power, requirement or option reserved by this Tariff (including, but not limited to, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of Company at variance with the terms hereof, or any failure, refusal or neglect of Company to exercise any right under this Tariff or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by Company to exercise any right, power or option hereunder.
- E.** The rates, rules, terms and conditions contained herein are subject to change pursuant to the rules and regulations of the Commission.
- F.** This Tariff is governed and interpreted according to the Laws of Arizona.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Certain terms used generally throughout this Tariff are defined in this section. Other terms having reference only to a specific Service offered by Company may be defined in the sections applicable to that Service.

Access Line: A circuit providing Exchange Service between a Customer's standard network interface and a serving switching center.

Applicant: The individual, firm, partnership, association, corporation, municipality, cooperative organization, governmental agency, etc., which has applied to Company for Services provided as set forth in this Tariff.

Authorized User: A person, firm, corporation or other entity that either is authorized by the Customer to use Service or is placed in a position by the Customer, either through acts or omissions, to use Service. Also see "End-User."

Basic Local Exchange Service: Service that includes the following:

- * Single-party Service;
- * Voice grade access to the public switched network;
- * Support for local use;
- * Dual tone multifrequency signaling (touch-tone);
- * Access to emergency Services (911);
- * Access to operator Services;
- * Access to Interexchange Services;
- * Access to directory assistance; and
- * Toll limitation Services.

Called Station: The terminating point of a call (i.e., the called number).

Carrier: An entity certified by the Commission to provide telecommunications Services within the State of Arizona.

Central Office: A switching unit, in one location of a telecommunications system providing Service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting lines.

Channel: A communications path between two or more points of termination.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, Continued

Commission: The Arizona Corporation Commission

Company: Liberty-Bell Telecom, LLC ("Liberty Bell" or "Company"), the issuer of this Tariff.

Customer: The person, firm, corporation or other entity which orders or uses the Company's services offered in this tariff and which is responsible for payment of charges in compliance with the regulations in this tariff, except any person, firm, corporation or other entity to whom the Company does not specifically solicit for the use of the Company's services offered in this Tariff or who does not affirmatively consent to the use of the Company's services offered in this Tariff.

Customer Premises: A location designated by the Customer for the purposes of connecting to Company's Services.

Directory Listing: The publication in alphabetical directory published by an incumbent local exchange carrier ("ILEC") of information relative to a subscriber's telephone number, by which telephone Authorized Users are enabled to ascertain the telephone number of a desired individual or business.

Disconnect or Disconnection: The termination of a circuit connection between the Originating Station and the Called Station or Company's operator.

End User: Any person, firm, corporation, partnership or other entity that uses the Services of Company under the provisions and regulations of this Tariff. The End User is responsible for payment unless the charges for the Services utilized are accepted and paid by another Customer. Also see "Authorized User."

Exchange: A basic unit for the administration of communication Services in a specified area, called the Exchange Area. It usually consists of one or more Central Offices together with the associated plant used in furnishing communication Service in that area.

Facility or Facilities: Includes, in the aggregate or otherwise, but is not limited to, the following: Channels, Lines, Apparatus, Devices, Equipment, Accessories, Communications paths and Systems, which are provided by Company and utilized by it in the furnishing of telecommunications Services or which are provided by a Customer and used for telecommunications purposes.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, Continued

Force Majeure: Causes beyond Company's control, including but not limited to: acts of God, fire, flood explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over Company, or of any department, agency, commission, bureau, corporation related thereto.

Holidays: Any day which is a legally observed federal government holiday.

Installation Charges: Charges, which are assessed on a non-recurring basis at the establishment of a Service.

Interexchange: Telephone calls, Traffic, Facilities or other items that originate in one Exchange and terminate in another.

InterLATA: A term used to describe Services, functions, etc., that relate to telecommunications originating in one LATA and terminating outside of the originating LATA.

IntraLATA: A term used to describe Services, revenues, functions, etc., that relate to the telecommunications that originate and terminate within the same LATA.

Joint User: An individual, partnership, association or corporation sharing a Customer's Exchange Service according to the provisions of this Tariff for such shared use.

LATA (Local Access and Transport Area): A geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192 or any other geographical area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4 or its successor Tariffs.

Local Calling Area: One or more rate centers within which a Customer can place calls without incurring long-distance (toll) charges.

Local Exchange Carrier ("LEC"): A company that furnishes Local Exchange telecommunications Service.

Local Exchange Service: The furnishing of telecommunications Service to individual and Business Customers within a specified geographical area for Basic Local Exchange Service.

Local Exchange Service Area: The area within which a Customer may make calls without payment of message toll charges. A Local Exchange Service Area may include one or more Exchange Areas of Company or of other telephone companies.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, Continued

Premises: The building, or portion or portions of a building or structure, occupied at one time by a Customer either as a residence or for business use.

Service(s): The intrastate telecommunications Service(s) that Company offers as set forth in this Tariff.

Station: Telephone equipment from or to which calls are placed.

Telecommunications Relay Service (TRS): Enables the Deaf, hard-of-hearing, or speech-impaired who use a text telephone or similar devices, and non-impaired callers to freely communicate with each other.

Trunk: A communications path connecting two switching systems in a network used in the establishment of an end-to-end connection.

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SECTION 2 - RULES AND REGULATIONS

2.1. UNDERTAKING OF COMPANY

2.1.1. Scope

- A. Company undertakes to furnish competitive Local Exchange communications Services within the State of Arizona pursuant to the rates, terms and conditions set forth in this Tariff.
- B. Customers and Authorized Users may use Services and Facilities provided under this Tariff to obtain access to Services offered by other service providers. Company is responsible under this Tariff only for the Services and Facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to Company network in order to originate or terminate its own services, or to communicate with its own customers.
- C. Company offers Services to Customers for the *transmission and reception* of voice, data, and other types of communications.
- D. Company does not transmit messages pursuant to this Tariff, but its Services may be used for that purpose.
- E. Company's Services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week, and three-hundred and sixty-five (365) days per year.
- F. Company may, at Company's sole discretion, elect to employ third parties to perform any of its obligations under this Tariff.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF COMPANY, Continued

2.1.2. Shortage of Equipment or Facilities

- A. Company reserves the right to limit or to allocate the use of existing Facilities, or of additional Facilities offered by Company, when necessary because of lack of Facilities, or due to some other causes beyond Company's control.
- B. The furnishing of Service under this Tariff is subject to the availability on a continuing basis of all the necessary Facilities and is limited to the capacity of Company's Facilities as well as Facilities Company may obtain from other Carriers to furnish Service from time to time as required at the sole discretion of Company.
- C. *Notwithstanding anything else in this Section*, the quality of Service will meet or exceed the minimum standards set forth in Commission regulations as amended from time to time.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF COMPANY, Continued

2.1.3. Terms and Conditions

- A. Service is provided on the basis of a minimum period of at least one month, twenty-four (24) hours per day. For the purpose of computing charges in this Tariff, a month is considered to have thirty (30) calendar days.
- B. Customers may be required to enter into written Service orders, which shall contain or reference a specific description of the Service ordered, the rates to be charged, the duration of the Services, and the terms and conditions in this Tariff; further, Customers will also be required to execute any other documents as may be reasonably requested by Company.
- C. At the expiration of the initial term specified in each Service Order, or in any extension thereof, Service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon thirty (30) calendar days' written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the Service order and this Tariff prior to termination. The rights and obligations, which by their nature extend beyond the termination of the term of the Service order, shall survive such termination.
- D. No other telecommunications provider may interfere with the right of any person or entity to obtain Service directly from Company. Customers who have service with another carrier under contract may incur early termination fees to subscribe to Company's Services.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF COMPANY, Continued****2.1.4. Liability of Company**

Because the Customer has exclusive control of its communications over the Services furnished by Company, and because interruptions and errors incident to these Services may be unavoidable, the Services are subject to the terms, conditions, and limitations specified in this Tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular Services and Facilities furnished under this Tariff.

- A. Liability for Service Disruption - The liability of Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these Services or arising out of the failure to furnish the Service, whether caused by act or omission, shall be limited to the proportionate charge (based on the rates then in effect) for the Service during the period of time in which the Service is affected. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of Company. Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company Service, equipment, or Facilities, or the acts or omissions or negligence of Company's employees or agents.
- B. Indemnification - Company will not be liable to the Customer or Authorized User for, and the Customer and any Authorized User, jointly and severally, will indemnify, defend and hold harmless Company from any allegation, claim, loss, damage, liability, defect, cost or expense resulting from or involving:
 - 1. Circumstances Beyond Company's Control - Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any military Commission; preemption of existing Service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties when it does not involve Company's employees.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF COMPANY, Continued

2.1.4. Liability of Company, Continued

B. Indemnification, Continued

2. Acts of Other Entities - Company shall not be liable for: (a) any act or omission of any entity furnishing Company or Company's Customers facilities or equipment used for or with the Services Company offers, or (b) for the acts or omissions of other Carriers.
3. Acts of the Customer - Company shall not be liable for any damages or losses due to the fault of negligence of the Customer, its employees, agents, or suppliers, or due to the failure of malfunction of Customer-provided equipment or facilities. This limitation of liability also pertains to Customer Premises Equipment ("CPE") purchased or leased from Company by the Customer.
4. Damage to Customer's Premises - Company shall not be liable for any defacement of or damage to Customer Premises resulting from the furnishing of Services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of Company's agents or employees.
5. Liability for Acts of Other Carriers or Companies - Company shall not be liable for any act or omission of any other companies supplying a portion of the Service, or for damages associated with Service, Channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company Services.
6. Liability for Transmission Errors - Company shall not be liable for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the Service of Company, (1) caused by Customer-provided equipment or (2) not prevented by Customer-provided equipment but which would have been prevented had Company - provided equipment been used.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF COMPANY, Continued

2.1.4. Liability of Company, Continued

B. Indemnification, Continued

7. Disconnection of Service - Company shall not be liable for the Disconnection of Service, including but not limited to, any direct, indirect, incidental, special consequential, exemplary or punitive damages, so long as such Disconnection of Service complied with the applicable rules and regulations; or
8. Violations - Company shall not be liable for violations of the obligations of the Customer under this Tariff; or
9. Interruption - Company shall not be liable for the interruption of a call to any party or any other person in conjunction with use of the Busy Line Verification and Interrupt Service; or
10. Loss, Destruction or Damage - Company shall not be liable for any loss, destruction or damage to property of the Customer, the Customer's agent, distributors, or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either Company or the Customer, to the extent caused by or resulting from the negligent or unintentional act or omission of Company, Customer, Authorized User or their employees, agents representatives or invitees; or
11. Unlawful Acts - Company shall not be liable for unlawful acts of Company's agents and employees if committed beyond the scope of their agency or employment; or
12. Disclosure - Company shall not be liable for misrepresentation of, or the failure to disclose, the lawful rates and charges published in the Tariff, so long as Company has complied with any applicable rules and regulation related thereto; or

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SECTION 2 - RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF COMPANY, Continued

2.1.4. Liability of Company, Continued

B. Indemnification, Continued

13. Fees - Company shall not be liable for fees Company delivered to a jurisdiction in question and not returned to Company; or
14. Caller ID Blocking - Company shall not be liable for any failures, errors malfunctions or omissions of Caller ID Blocking whether arising from or relating to any ordinary negligence of Company; or,
15. Unauthorized Use - Company shall not be liable for any unauthorized use of the Service provided to Customer.

- C. Limitations of Damages and of Period for Bringing Claims -** The entire liability of Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to Company by the Customer for the specific Services giving rise to the claim, and no action or proceeding against Company shall be commenced more than one (1) year after the Service related to the claim is rendered. Claims applicable to overbilling against Company shall be commenced no more than two (2) years after the Service related to the claim is rendered pursuant to Section 415, U.S. Code, 47 U.S.C. §415.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF COMPANY, Continued****2.1.4. Liability of Company, Continued**

- D. Service Installation and Operation - Company does not guarantee nor make any warranty with respect to Service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, harm, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of Service furnished by Company at such locations. Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section as a condition precedent to such installations.
- E. Notice of Temporary Disconnection - Company will, where practicable, notify the Customer that temporary discontinuance of the use of a Service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair Company's right to discontinue forthwith the use of a Service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition that gave rise to temporary discontinuance.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF COMPANY, Continued****2.1.4. Liability of Company, Continued**

F. Connection to Company's Network - Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to Company's network. The Customer shall secure all licenses, permits, rights of way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that the Customer's or the Customer's agent's equipment and/or system is properly interfaced with Company's Service, that the signals emitted into Company's network are of the proper mode, band-width, power data speed, and signal level for the intended use of the Customer and that the signals do not damage Company equipment, injure its personnel or degrade Service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel,

G. EXPRESS AND IMPLIED WARRANTIES - COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. COMPANY MAKES NO WARRANTY THAT SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE OR MEET ANY PARTICULAR PERFORMANCE LEVEL; NOR DOES COMPANY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED THROUGH THE SERVICES OR THAT ANY DEFECT IN THE SERVICE WILL BE CORRECTED.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF COMPANY, Continued

2.1.4. Liability of Company, Continued

- H. Errors in Billing - The liability of Company for errors in billing that result in overpayment by the Customer will be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.
- I. Provision of Service - Company will not be liable for any refusals or failures to provide Service or delays in commencing Service to any Customer or for any failure to provide or maintain Service at any particular performance level.
- J. Emergency 911 Service

With respect to emergency 911 Service:

1. This Service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. Company is **not** responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this Service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this Service.
2. Neither is Company responsible for any infringement nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 Service features and the equipment associated therewith, or by any Services furnished by Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 Service, and which arise out of the negligence or other wrongful act of Company, the Customer, its Authorized Users, agencies or municipalities, or the employees or agents of any one of them.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF COMPANY, Continued

2.1.4. Liability of Company, Continued

- K. Directory Listings - Company has no liability for damages arising from errors, mistakes in or omissions of Directory Listings, or errors, mistakes or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof.
1. Cost and Time - Company's liability arising from errors or omissions in Directory Listings shall be limited to the actual cost to the Customer for the Directory Listing during a given period of time. There is no liability to Company and there will be no recovery by a Customer for loss of business to a Customer for errors or omissions in Directory Listings.
 2. Private and Semi-Private Listings - In conjunction with private and semi-private listing Services, Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by dialing a number. Company will try to prevent the disclosure of the number of such telephone, but will not be liable in any manner should such number be divulged.
 3. Non-Published Listings and Emergency Calls - When a Customer with a non-published telephone number, as defined herein, places a call to the Emergency 911 Service, Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental Commission responsible for the Emergency 911 Service upon request of such government Commission. By subscribing to Service under this Tariff, the Customer acknowledges and agrees with the release of information under the provisions as described above.
- L. THE INCLUDED EXCULPATORY LANGUAGE DOES NOT CONSTITUTE A DETERMINATION BY THE COMMISSION THAT A LIMITATION OF LIABILITY IMPOSED BY THE COMPANY SHOULD BE UPHELD IN A COURT OF LAW. ACCEPTANCE FOR FILING BY THE COMMISSION RECOGNIZES THAT IT IS A COURT'S RESPONSIBILITY TO ADJUDICATE NEGLIGENCE AND CONSEQUENTIAL DAMAGE CLAIMS. IT IS ALSO THE COURT'S RESPONSIBILITY TO DETERMINE THE VALIDITY OF THIS EXCULPATORY CLAUSE.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF COMPANY, Continued****2.1.5. Service-Affecting Activities**

Company will provide the Customer reasonable notification of Service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or Facilities additions, removals or rearrangements and routine preventative maintenance.

2.1.6. Provision of Equipment and Facilities

- A. Company shall use reasonable efforts to make available Services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this Tariff. Company does not guarantee availability by any such date and shall not be liable for any delays in commencing Service to any Customer.
- B. Company shall use reasonable efforts to maintain only the Facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, Disconnect, remove, and attempt to repair, or otherwise interfere with any of the Facilities or equipment installed by Company, except upon the written consent of Company.
- C. Company may substitute, change any equipment or Facility at reasonable times, but shall not thereby alter the technical parameters of the Service provided the Customer.
- D. Equipment Company provides or installs at the Customer Premises for use in connection with the Services Company offers shall not be used for any purpose other than that for which it was provided by Company.
- E. The Customer shall be responsible for the payment of Service charges as set forth herein for visits by Company's agents or employees to the Premises of the Customer when the Service difficulty or trouble report results from the use of equipment or Facilities provided by any party other than Company, including but not limited to the Customer.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF COMPANY, Continued****2.1.6. Provision of Equipment and Facilities, Continued**

F. Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the Facilities furnished pursuant to this Tariff, the responsibility of Company shall be limited to the furnishing of Facilities offered under this Tariff and to the maintenance and operation of such Facilities. Subject to this responsibility, Company shall not be responsible for:

1. The transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
2. The reception of signals by Customer-provided equipment.

2.1.7. Non-Routine Installation

At the Customer's request, installation and/or maintenance may be performed outside Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, Holidays, and/or night hours, additional charges may apply.

2.1.8. Special Construction

Subject to the agreement of Company and to all of the regulations contained in this Tariff, special construction of Facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- A. where Facilities are not presently available, and there is no other requirement for the Facilities so constructed;
- B. of a type other than that which Company would normally utilize in the furnishing of its Services;
- C. over a route other than that which Company would normally utilize in the furnishing of its Services;
- D. in a quantity greater than that which Company would normally construct;

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SECTION 2 - RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF COMPANY, Continued

2.1.8. Special Construction, Continued

- E. on an expedited basis;
- F. on a temporary basis until permanent Facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

2.1.9. Ownership of Facilities

Title to all Facilities in accordance with this Tariff remains in Company, its agents, wholesale partners or contractors.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.2. PROHIBITED USES****2.2.1. No Unlawful Purpose**

The Services Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.2.2. Compliance Letter Required

Company may require Applicants for Service who intend to use Company's offerings for resale and/or for shared use to file a letter with Company confirming that their use of Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.

2.2.3. No Interference

Service may not be used in any manner, which interferes with other persons in the use of their Service, prevents other persons from using their Service, otherwise impairs the quality of Service to other Customers, or impairs the privacy of any communications over any Service provided by Company. Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

2.2.4. Assignment Provisions

A Customer, Joint User, or Authorized User may not assign, or transfer in any manner, the Service or any rights associated with the Service without the written consent of Company. Company will permit a Customer to transfer its existing Service to another entity if the existing Customer has paid all charges owed to Company for regulated communications Services. Such a transfer will be treated as a Disconnection of existing Service and installation of new Service, and non-recurring Installation Charges as stated in this Tariff will apply.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.2. PROHIBITED USES, Continued****2.2.5. Company -Provided Equipment**

Equipment Company provides or installs at the Customer's Premises for use in connection with the Services Company offers may not be used for any other purpose other than for which Company provided it. Customer may not, and may not permit others to, rearrange, Disconnect, remove, attempt to repair, or otherwise interfere with any of the Services or equipment installed by Company or Company's agent, except upon the consent of Company.

2.2.6. Service Used for Compensation

Service may not be used for any purpose for which the Customer receives any payment or other compensation, except when the Customer is a duly authorized and regulated common Carrier. This provision does not prohibit an arrangement between the Customer and Authorized User to share the cost of Service.

2.2.7. Service Used to Annoy or Harass

Service may not be used in any manner so as to annoy, abuse, threaten, or harass other persons.

2.2.8. Service Used for Impersonation or Lewd or Obscene Purposes

Service shall not be used to impersonate another person with fraudulent or malicious intent. Service shall not be used to make any oral or written comment, request, suggestion or proposal, or to transmit any nonverbal material, which is obscene, lewd, lascivious, filthy, or indecent, regardless of the format or avenue of transmitting the indecent or obscene material (e.g., 900 or 999 service).

2.2.9. Service Used Without Payment

The use of Company's Services either without payment for Service or attempting to avoid payment for Service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.2. PROHIBITED USES, Continued

2.2.10. Rights and Titles Remain with Company

Except as provided by law, Commission regulations or the Federal Communications Commission's regulations, the Customer obtains no property right or interest in the use of any specific type of Facility, Service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with Company.

2.2.11. Use of Resold Services from Other Providers

Customer's use of any resold service obtained from other service providers is also subject to any applicable restrictions in the underlying provider's "service agreements" including, but not limited to, price lists, tariffs, and/or individual customer agreements.

2.2.12. Use for Solicitation by Recorded Messages

Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequited or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited in accordance with state and federal laws.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.3. OBLIGATIONS OF THE CUSTOMER

2.3.1. Payment of Bills and Charges

- A. The Customer shall be responsible for the payment of all applicable charges for Services rendered pursuant to this Tariff and/or contract;
- B. Customer is responsible for the payment of any bills for Services and for the resolution of any disputes or discrepancies with Company. Company has no responsibility with respect to billing, charges or disputes related to services used by Customer which are not included in Services herein including, without limitation, any local, regional and long distance services not provided by Company.
- C. A charge of \$20.00 will be assessed for checks with insufficient funds or non-existing accounts, unless waived by Company for good cause shown.
- D. If the Customer chooses to place information services provider ("ISP") calls or receives calls via a non-Company affiliated carrier, the Customer will be liable for all charges related to such calls; including without limitation, charges billed to Company or Customer by ISP or other carriers, and any applicable rebilling charge and charges for any service provided by Company or its affiliates.

2.3.2. Unauthorized Use

The Customer is responsible for any damages, including usage charges that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's Premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over Company's network without the authorization of the Customer.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.3. OBLIGATIONS OF THE CUSTOMER, Continued

2.3.3. Compliance with Regulations

The Customer is responsible for compliance with applicable regulations set forth in this Tariff.

2.3.4. Compliance with Law

The Customer shall be responsible for complying with all laws and regulations applicable to use of services provided under this tariff and any Services contract between Customer and Company.

2.3.5. Identification

The Customer is responsible for verifying the name(s) of the Authorized Users allowed to request and use the Customer's Service, upon Company request, and for establishing identity as often as is necessary during the course of a call to Company or when seeking credits from Company.

2.3.6. Relationship

A Customer or Authorized User may not represent in any way that the relationship between Customer or Authorized User and Company is anything other than one of customer and supplier, respectively. Nothing in this Tariff gives Customer or Authorized Users any authority to bind or otherwise incur liability on behalf of Company. Nothing in this Tariff constitutes an endorsement by Company of any activity, service or product of Customer or Authorized Users.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.3. OBLIGATIONS OF THE CUSTOMER, Continued

2.3.7. Claims – With respect to any Service or Facility provided by Company, the Customer shall indemnify, defend and hold harmless Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- A. Any loss, destruction or damage to the property of Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- B. Patent or trademark infringement or other infringement of intellectual property rights including, but not limited to, copyrights, trademarks, and trade secrets, from (1) combining Company -provided Services and equipment with any facilities, Services, or products provided by the Customer or Authorized User or (2) use of Services, functions, or products which Company furnished in a manner Company did not contemplate and over which Company exercises no control; or
- C. Any claim for breach in the privacy or security of communications transmitted over Company's Services; or
- D. Any and all other claims arising out of any act or omission of the Customer or others, in connection with any Service provided by Company pursuant to this Tariff.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.3. OBLIGATIONS OF THE CUSTOMER, Continued****2.3.8. Company -Provided Equipment and Facilities**

- A. Damage to Company Facilities or Equipment - The Customer shall be responsible for reimbursing Company for damage to, or loss of, Company's Facilities or equipment caused by the acts or omissions of the Customer; or the failure of the Customer to comply with these regulations; or by fire or theft or other casualty on the Customer's Premises, unless caused by the negligence or willful misconduct of the employees or agents of Company, beyond the scope of their employment or agency. Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall have no claim to Company's right of recovery of damages to the extent of such payment made.
- B. Return of Equipment - Customer will return to Company within five (5) business days of termination of Service all Company -provided equipment. All returned equipment must be in the same condition as when delivered to the Customer by Company. Upon demand, Customer will reimburse Company for any costs incurred by Company due to Customer's failure to comply with this Section.

2.3.9. Resources and Rights of Way

- A. The Customer must make arrangements or obtain permission for safe, reasonable and continuous access and right-of-way for Company employees or agents of Company to enter the Premises of the Customer or any Authorized User of the Customer at any reasonable hour for the purpose of performing Company's obligations under this Tariff.
- B. The Customer shall be responsible for obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Subsection (A) above. Company may require the Customer to demonstrate its compliance with this Section prior to accepting an order for Service.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.3. OBLIGATIONS OF THE CUSTOMER, Continued

2.3.9. Resources and Rights of Way, Continued

- C. The Customer shall be responsible for making Company Facilities and equipment available periodically for maintenance purposes at a time agreeable to both Company and the Customer. No allowance for interruptions in Service will be made for the period during which Service is interrupted for such purposes.

2.3.10. Working Conditions

- A. The Customer shall be responsible for providing, at no charge to Company and as specified from time to time by Company, any needed personnel, equipment, space and power to operate Company Facilities and equipment installed on the Premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises.
- B. The Customer shall be responsible for providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents shall be installing or maintaining Company's Facilities and equipment. The Customer may be required to install and maintain Company Facilities and equipment within a hazardous area if, in Company's opinion, injury or damage to Company's employees or property might result from installation or maintenance by Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work.

2.3.11. Liens or Encumbrances

The Customer shall be responsible for not creating or allowing to be placed or maintained any liens or other encumbrances on Company's equipment or Facilities or Customer-Premises equipment leased by the Customer from Company.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.3. OBLIGATIONS OF THE CUSTOMER, Continued

2.3.12. Station Equipment

- A. The Customer is responsible for providing and maintaining any terminal equipment on the Customer Premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under the FCC's rules and all wiring must be installed and maintained in compliance with those regulations.
- B. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition that gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for Service interruptions as set forth in Section 2.6 following is not applicable.
- C. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and Facilities is compatible with such equipment and Facilities. The magnitude and character of the voltages and currents impressed on Company -provided equipment and wiring shall be such as not to cause damage to Company -provided equipment and wiring or injury to Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by Company at the Customer's expense.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.3. OBLIGATIONS OF THE CUSTOMER, Continued**

2.3.13. Interconnection of Facilities - Any special interface equipment necessary to achieve compatibility between the Facilities and equipment of Company used for furnishing Local Exchange Service and the Channels, facilities, or equipment of others may be provided at the Customer's expense. Company's Services (as detailed in Section 3 of this Tariff) may be connected to the services or facilities of other communications Carriers only when authorized by, and in accordance with, the terms and conditions of the Tariffs of the other communications Carriers that are applicable to such connections. Facilities furnished under this Tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this Tariff.

2.3.14. Inspections - Upon reasonable notification to the Customer, and at a reasonable time, Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in this Tariff for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company -owned Facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections. If the protective requirements for Customer-provided equipment are not being complied with, Company may take such action as it deems necessary to protect its Facilities, equipment and personnel. Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) business days of receiving this notice the Customer must take this corrective action and notify Company of the action taken. If the Customer fails to do this, Company may take whatever additional action is deemed necessary, including the suspension of Service, to protect its Facilities, equipment and personnel from harm. Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer equipment must meet.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.4. CUSTOMER EQUIPMENT AND CHANNELS

2.4.1. General

An Authorized User may transmit or receive information or signals via the Facilities of Company. Company's Services are designed primarily for the transmission of voice-grade or data telephonic signals, except as otherwise stated in this Tariff. An Authorized User may transmit any form of signal that is compatible with Company's equipment, but Company does not guarantee that its Services will be suitable for purposes other than voice-grade telephonic and data communication except as specifically stated in this Tariff.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.5. PAYMENT ARRANGEMENTS****2.5.1. Establishment of Service****A. Application for Service**

1. An Applicant for Service may be required by Company in its sole discretion to sign an application form requesting Company to furnish Facilities or Service in accordance with the rates, charges, rules and regulations as set forth in this Tariff. This application for Service, where required by Company, together with the provisions of this Tariff, establishes the Contract between Company and the Customer, which may not be assigned or transferred in any manner, without the written consent of Company.
2. If Customer's Service has been terminated or suspended and the Customer wishes to reestablish Service, payment of all unpaid, pending and undisputed charges, as well as a Deposit and or Advance Payment for all connection charges, may be required prior to re-establishing Service, pursuant to rules of the Commission and state laws, if any.
3. Company may refuse to establish Service pursuant to R14-2-503(C), if any of the following conditions exist:
 - (a) The Applicant has an outstanding amount due for similar Services and is unwilling to make acceptable arrangements with Company for payment; or
 - (b) A condition exists which in Company's judgment is unsafe or hazardous to the Applicant, the general population, or Company's personnel or facilities; or
 - (c) Refusal by the Applicant to provide Company with a Deposit when the Customer has failed to meet the credit criteria for waiver of Deposit requirements; or
 - (d) The Applicant is known to be in violation of Company's Tariffs filed with the Commission; or

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SECTION 2 - RULES AND REGULATIONS, Continued

2.5. PAYMENT ARRANGEMENTS, Continued

2.5.1. Establishment of Service, Continued

A. Application for Service, Continued

3. Company may refuse to establish, Continued

- (e) Failure of the Applicant to furnish such funds, suitable facilities, and/or rights-of-way necessary to serve the Applicant and which have been specified by Company as a condition for providing Service; or
- (f) Applicant falsifies his or her or its identity for the purpose of obtaining Service; or
- (g) Company may refuse to provide Service at an address where Service has been discontinued for non-payment of bills for any Service subject to this Tariff if it is determined that the non-payment Customer or real users of the Service still reside at the address; or
- (h) The Service requested is not expressly offered under this Tariff.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.5. PAYMENT ARRANGEMENTS, Continued

2.5.1. Establishment of Service, Continued

B. Establishment of Credit

1. Request for Service under this Tariff will authorize Company to conduct a credit search on the Customer. Company may refuse Service on the basis of credit history and may refuse further Service due to late payment or nonpayment by the Customer.
2. In order to assure the proper payment of all Customer-incurred charges for Service, Company will require Applicants for Service and Customers to establish and maintain acceptable credit.
3. The establishment or re-establishment of credit by an Applicant or Customer will not relieve the Applicant or Customer from compliance with other responsibilities, including the payment of advance payments or bills, and in no way modifies the provisions concerning disconnection and termination of Service for failure to pay Customer-incurred charges for Service rendered by Company.
4. Company may refuse to furnish Service to an Applicant that has not paid charges for Service of the same classification previously furnished by Company until, at the option of Company, the Applicant pays any past due bill and/or makes deposit arrangements suitable to Company.
5. If the verification of credit results in unsatisfactory credit information, the Applicant will be informed of the reason or reasons for denial of credit, after which Company may refuse to provide or continue Service pursuant to applicable Commission regulations or State law.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.5. PAYMENT ARRANGEMENTS, Continued

2.5.1. Establishment of Service, Continued

B. Establishment of Credit, Continued

6. An existing Customer may be required to reestablish prepayment when any of the following conditions occur:
 - (a) During the first twelve (12) months that a Customer receives Service, the Customer pays late three (3) times or has Service disconnected by Company for nonpayment two (2) times; or
 - (b) After the first twelve (12) months that the Customer has received Service, the Customer has had Service disconnected two (2) times by Company or Company provides evidence that the Customer used a device or scheme to obtain Service without payment; or
 - (c) After the first twelve (12) months that a Customer has received Service, the Customer pays late at least three (3) times during any twelve (12) month period; or
 - (d) At any time during the term of the agreement the customers exceeds the established credit limit.
7. Payment by a Customer of past-due bills will not, of itself, relieve the Customer from the obligation of establishing credit.
8. A Customer may be required to reestablish credit when the nature of Service furnished or the basis on which credit was established has significantly changed.
9. If a Customer fails to reestablish credit as required by Company, Service may be disconnected pursuant to Commission rule(s) and state laws, if applicable.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.5. PAYMENT ARRANGEMENTS, Continued****2.5.2. Payment for Service**

- A. Facilities and Service Charges - The Customer is responsible for the payment of all charges for Facilities and Services furnished by Company to the Customer and to all Authorized Users authorized by the Customer, regardless of whether those Services are used by the Customer itself or are resold to or shared with other persons.
- B. Taxes - The Customer is responsible for payment of any sales, use, excise, access or other local, state and federal taxes, charges or surcharges imposed on or based upon the provision, sale or use of Company's Services.
- C. Changes in Service Requested - If the Customer makes or requests material changes in circuit engineering, equipment specifications, Service parameters, Premises locations, or otherwise materially modifies any provision of the application for Service, the Customer's installation fee shall be adjusted accordingly.
- D. Return Check Charge - Checks presented in payment for Services and subsequently returned to Company by the Customer's financial institution for "Non-Sufficient Funds" or other reasons will incur a nonrecurring charge per Customer, per check in accordance with Section 2.3.1.C. of this Tariff.

2.5.3. Billing and Collection of Charges

- A. The Company will comply with the provisions of R14-2-508(B) and (C) with respect to billing format and billing terms for Service.
- B. Recurring charges are billed monthly. Usage charges, if applicable, are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No local usage charges will apply to calls received by the Customer.
- C. Billing is payable upon receipt and past due thirty (30) calendar days following the billing date. Bills not paid within thirty (30) days after the date of posting are subject to a 1.5% late payment charge for the unpaid balance. Where any undercharge in billing of a Customer is the result of a Company mistake, Company will backbill Customer for applicable charges up to six (36) months.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.5. PAYMENT ARRANGEMENTS, Continued

2.5.4. Advanced Payments

Company does not require advanced payments.

2.5.5. Deposits

Company does not require deposits.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.5. PAYMENT ARRANGEMENTS, Continued

2.5.6. Disputed Bills

The Customer is responsible for notifying Company in writing, within twenty-one (21) calendar days of the date of mailing of the bill, of any charges in dispute and the specific basis of such dispute by the date on the invoice.

In case of a billing dispute between Customer and Company as to the correct amount of a bill which cannot be adjusted with mutual satisfaction. Customer may enter the following arrangement if confirmed by Company:

- A. Customer requests and Company will comply with the request for an investigation and review of the disputed amount.
- B. The Customer pays the undisputed portion of the bill by the invoice Due Date shown on the bill. Otherwise the Service will be subject to Disconnection if Company has notified Customer by written notice of such delinquency and impending termination.

If there is still disagreement after the investigation and review by a manager of Company, Customer may appeal to the Commission for its investigation and decision.

Company will respond to the Commission requests for information within the timeframe specified by the Commission.

The Commission will review the claim regarding the disputed amount and communicate the results of its review to Customer and Company. Following staff review, the disputed amount becomes due and payable, unless either party files a formal complaint with the Commission.

In order to avoid Disconnection of Service, such amount must be paid within seven (7) calendar days after the date Company notifies Customer that the investigation and review are completed and that such payment must be made or Service will be interrupted. However, the Service will not be disconnected prior to the Due By Date shown on the bill.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.5. PAYMENT ARRANGEMENTS, Continued

2.5.6. Disputed Bills, (Continued)

The address and telephone number of Commission:

Arizona Corporation Commission
Consumer Services Section
1200 West Washington Street
Phoenix, Arizona 85007

Telephone number: 602.542.4251
Toll Free: 800.222.7000
Web Site: <http://www.azcc.gov/divisions/utilities/consumerservices.asp>

2.5.7. Late Payment Charges

Collection procedures and the requirement for a Deposit or Advance Payment are not affected by the application of a late payment charge.

2.5.8. Credit Limit

Company may, at any time and at its sole discretion, set a credit limit for any Customer's consumption of Services for any monthly period.

2.5.9. The Issuance of Credit or Payments

Customers may contact Company for resolution of billing disputes by telephone to Company's Customer Service Commission at 866.664.2355 or in writing addressed to the attention of Company Customer Service at 2460 West 26th Avenue, Suite #380-C, Denver, CO 80211. Billing escalation representatives are available to address inquiries during company business hours from Monday through Friday 8 a.m. to 5 p.m. (MST).

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SECTION 2 - RULES AND REGULATIONS, Continued**2.6. INTERRUPTIONS OF SERVICE****2.6.1. General**

- A. Company may temporarily interrupt Service when necessary to affect repairs or maintenance; to eliminate an imminent threat to life, health, safety or substantial property damage; or for reasons of local, State or National emergency. Company shall establish procedures to be followed by its employees to prevent or mitigate interruption or impairment and provide prompt oral or written notification to affected Customers.
- B. It is the obligation of the Customer to notify Company of any interruptions in Service. Before giving such notice, the Customer will ascertain that the trouble is not being caused by any action or omission of the Customer, is not within the Customer's control, and is not in wiring or equipment connected to the terminal of Company.
- C. A credit allowance will not be given unless otherwise specified in this Tariff. A Service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive calls because of a failure of a component furnished by Company under this Tariff.
- D. If the Customer reports to Company that a Service, facility or Circuit is inoperative but declines to release it for testing and repair, or refuses access to Customer Premises for test and repair by Company or an agent of Company, the Service, facility or Circuit is considered to be impaired but not interrupted. No credit allowance will be made for a Service, facility or Circuit considered by Company to be impaired. The Customer will be responsible for the payment of Service charges as set forth herein when the Service difficulty or trouble report results from the use of equipment or facilities provided by any party other than Company, including, but not limited, to the Customer.
- E. Pursuant to Arizona Administrative Code Section 002.03C and subject to the provisions of Section 2.6 of this Tariff, in the event the Customer's access line service is interrupted and it remains interrupted for a period in excess of twenty-four (24) hours after being reported or found to be interrupted, the Company shall, upon request, or pursuant to direction the Commission, refund the pro-rated portion of the month's charge for the period of days during which such access line service was interrupted.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.6. INTERRUPTIONS OF SERVICE, Continued****2.6.1. General, Continued**

- F. If access line is interrupted as the result of widespread disaster, and other than by the negligence or willful act of the Company, no refund shall be required unless the access line service remains interrupted for a period in excess of seven (7) days. Company will not charge or collect any further rates for such service that was affected during the interruption of service.

2.6.2. Limitations of Allowances

No credit allowance will be made for any interruption in Service:

- A. Due to the negligence of, willful act of, or noncompliance with the provisions of this Tariff by, the Customer; or
- B. Due to the malfunction of Customer-owned telephone equipment; or
- C. Due to a Force Majeure; or
- D. During any period in which Company is not given full and free access to Company -provided facilities and equipment for the purposes of investigating and correcting interruptions; or
- E. During any period when the Customer has released Service to Company for maintenance purposes or for implementation of a Customer order for a change in Service arrangements; or
- F. That occurs or continues due to the Customer's failure to authorize placement of any element of special construction; or
- G. That occurs when Company, under the terms of the Contract for Service, suspends or terminates Services for nonpayment of charges; or
- H. For the unlawful or improper use of the facilities or Service.

2.6.3. Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative Service used.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.6. INTERRUPTIONS OF SERVICE, Continued

2.6.4. Application of Credits for Interruptions in Service

- A. Credits for interruptions in Service that is provided and billed on a flat rate basis for a minimum period of at least one (1) month, beginning on the date that billing becomes effective, will in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of Service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Credit will be given only for that portion of the Customer's Service affected by the interruption.
- B. For calculating allowances, every month is considered to have thirty (30) calendar days.

2.6.5. Credit Allowance for Interruptions in Service

If the interruption is for more than twenty four (24) hours, an allowance, at the rate for that portion of the Customer's Service affected by the interruption, will be made upon request for the time such interruption continues after the fact is reported by the Customer or detected by Company as follows:

- A. If the interruption is for twenty four (24) hours or less, no allowance will be made.
- B. If the interruption continues for more than twenty-four (24) hours, the allowance will be equal to one thirtieth (1/30th) of the monthly rates for the first full twenty four (24) hour period and for each succeeding twenty four (24) hour period or fraction thereof.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.7. RESTORATION OF SERVICE

- 2.7.1.** The use and restoration of Service in emergencies shall be in accordance with part 64, Subpart D of the Federal Communications Commission's Rules and Regulations on file with the Commission, which specifies the priority system for such activities.
- 2.7.2.** At the Customer's request Service shall be restored when the causes of suspension or discontinuance have been removed and when payment or satisfactory arrangements for payment of all proper charges due from the Customer or Applicant, including any proper Deposit, have been made as provided for in the Tariff; or as the Commission may order pending resolution of any bona fide dispute between Company and the Customer or Applicant over the Disconnection.
- 2.7.3.** When a Customer's Service has been disconnected in accordance with this Tariff and the Service has been terminated through the completion of a Company Service order, Service will be restored only upon the basis of application for new Service.
- 2.7.4.** A Customer whose Service has been discontinued for failure to establish credit or for nonpayment of bills will be required to pay the unpaid balance due Company before Service is restored.
- 2.7.5.** Whenever Service has been discontinued for fraudulent or other unlawful use, Company may, before restoring Service, require the Customer to make, at its own expense, all changes in facilities or equipment necessary to eliminate such fraudulent or otherwise unlawful uses and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- 2.7.6.** Any Customer whose Service has been disconnected may be required to pay Service reconnection charges equal to the initial Service Connection Charge before Service is restored.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.8. USE OF CUSTOMER'S SERVICE BY OTHERS

Joint use arrangements will be permitted for all Services provided under this Tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the Service will be allocated. Company will accept orders to start, rearrange, relocate, or discontinue Service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the Service, each Joint Authorized User shall be responsible for the payment of the charges billed to it.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.9. CANCELLATION OF SERVICE BY CUSTOMER

2.9.1. Customer may cancel local Service by providing notice to Company thirty (30) calendar days prior to cancellation.

2.9.2. Customer is responsible for usage charges while still connected to Company's Service and for the payment of associated local Exchange Company charges, if any, for Service charges.

2.9.3. Any cost of Company expenditures shall be borne by the Customer if:

- A. The Customer orders Service requiring special Facilities dedicated to the Customer's use and then cancels the order before such Service begins, before completion of the minimum period or before completion of some the period mutually agreed with the Customer for the non-recoverable portions of expenditures; or
- B. Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and
- C. If based on an order for Service and construction has either begun or has been completed, but no Service provided.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.10. CANCELLATION OF SERVICE BY COMPANY****2.10.1. Nonpermissible Reasons to Disconnect Service**

Pursuant to R14-2-509(A), the Company may not disconnect Service for any of the reasons stated below:

- A. Delinquency in payment for Services rendered to a prior Customer at the Premises where Service is being provided, except in the instance where the prior Customer continues to reside on the Premises.
- B. Failure of the Customer to pay for Services or equipment which are not regulated by the Commission.
- C. Residential Service may not be disconnected due to nonpayment of a bill related to another class of Service.
- D. Failure to pay for a bill to correct a billing error if the Customer agrees to pay over a reasonable period of time.
- E. Failure to pay the bill of another Customer as guarantor thereof unless guarantor does not make acceptable payment arrangements.
- F. Disputed bills where the Customer has complied with the Commission's rules on complaints.

2.10.2. Disconnection of Service Without Notice

Pursuant to the provisions of R14-2-509(B), the Company may terminate the Service of Customers without notice under the following circumstances:

- A. The existence of an obvious hazard to the safety or health of the consumer or the general population or the Company's personnel or facilities; or
- B. The Company has evidence of tampering or evidence of fraud.

The Company will not be required to restore Service until the conditions that resulted in the termination have been corrected to the Company's satisfaction.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.10. CANCELLATION OF SERVICE BY COMPANY, Continued

2.10.3. Discontinuance of Service With Notice

The Company may disconnect a Customer's Service upon five (5) days written notice according to the provisions of R14-2-509(C), below:

- A. The Company may disconnect Service to any Customer for any reason stated below provided the Company has met the notice requirements established by the Commission:
1. Customer violation of any of the Company's tariffs filed with the Commission and/or violation of the Commission's rules and regulations.
 2. Failure of the Customer to pay a bill for Service.
 3. Failure to meet or maintain the Company's credit and Deposit requirements.
 4. Failure of the Customer to provide the Company reasonable access to its equipment and property.
 5. Customer breach of Contract for Service between the Company and Customer.
 6. When necessary for the Company to comply with an order of any governmental agency having such jurisdiction.
 7. Unauthorized resale of equipment or Service

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SECTION 2 - RULES AND REGULATIONS, Continued

2.10. CANCELLATION OF SERVICE BY COMPANY, Continued

2.10.4. Termination Notice Requirements

- A. The Company will not terminate Service to any of its Customers without providing advance written notice to the Customer of the Company's intent to disconnect Service, except under those conditions specified where advance written notice is not required.
- B. Pursuant to the provisions of R14-2-509(D), such advance written notice will contain, at a minimum, the following information:
 - 1. The name of the person whose Service is to be terminated and the telephone number where Service is being rendered.
 - 2. The Company rule or regulation that was violated and explanation thereof or the amount of the bill which the Customer has failed to pay in accordance with the payment policy of the Company, if applicable.
 - 3. The date on or after which Service may be terminated.
 - 4. A statement advising the Customer to contact the Company at a specific phone number for information regarding any deferred billing or other procedures which the Company may offer or to work out some other mutually agreeable solution to avoid termination of the Customer's Service.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.10. CANCELLATION OF SERVICE BY COMPANY, Continued

2.10.5. Timing of Terminations with Notice

The Company shall give at least 5 days advance notice prior to the termination date.

- A. Termination notice shall be considered to be given to the Customer when a copy thereof is left with the Customer or posted first class in the United States mail, addressed to the Customer's last known address.
- B. If after the period of time allowed by the notice has elapsed and the delinquent account has not been paid nor arrangements made with the Company for the payment thereof, or in the case of a violation of the Company's rules, the Customer has not satisfied the Company that such violation has ceased, the Company may then terminate Service on or after the day specified in the notice without giving further notice.
- C. The Company may terminate Service on a temporary basis by discontinuing the Customer's line access at the Central Office.
- D. The Company has the right (but not the obligation) to remove any or all of its property installed on the Customer's Premises upon the Termination Of Service.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.10. CANCELLATION OF SERVICE BY COMPANY, Continued****2.10.5. Payment Obligation up to Discontinuance of Service**

The discontinuance of Service(s) by Company pursuant to this Section does not relieve the Customer of any obligations to pay Company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies available to Company set forth herein shall not be exclusive and Company shall at all times be entitled to all the rights available to it under law or equity.

2.11. NOTICES AND COMMUNICATIONS

2.11.1. The Customer will designate an address to which Company will mail or deliver all notices and other communications. The Customer may also designate a separate address to which Company's bills for Service will be mailed.

2.11.2. Company will designate on the bills an address to which the Customer will mail or deliver all notices and other communications. Company may designate a separate address on each bill for Service to which the Customer will mail payment on that bill.

2.11.3. All notices or other communications required to be given pursuant to this Tariff will be in writing, unless otherwise provided.

2.11.4. Company or the Customer will advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.12. FULL FORCE AND EFFECT

Should any provision or portion of this Tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Tariff will remain in full force and effect.

2.13. TAXES, FEES AND SURCHARGES

The Company reserves the right to bill any and all applicable taxes, fees and surcharges in addition to normal rates and charges for Services provided to the Customer. Taxes and fees include, but are not limited to, Federal Universal Service Fund surcharge, State Universal Service Fund surcharge, Federal Access Charge, Carrier Access Charge, Federal Excise Tax, State Sales Tax, and Municipal Tax, E911, telecommunications relay and Local Number Portability surcharges. Unless otherwise specified in this Tariff, such taxes, fees and surcharges are in addition to rates as quoted in this Tariff and will be itemized separately in Customer invoices.

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SECTION 3 – DESCRIPTION OF SERVICE**3.1. APPLICATION OF RATES AND CHARGES**

All Services offered in this Tariff are subject to Service order and change charges where the Customer requests new Services or changes in existing Services, as well as indicated Non-Recurring and Monthly Recurring Charges.

3.1.1. General

A. The following sections set forth the rules and regulations governing the application of rates for Company Services, including the following general rate categories:

1. Nonrecurring Charges for installation of Facilities and Services;
2. Monthly Recurring Charges for availability and use of Facilities and Services; and
3. Usage or Transaction Charges (where applicable).

B. Local Exchange Services

The following local exchange Network Services are available to Customers where provisioning is technically possible; further, Standard Line and Intrastate Long Distance Services are offered on a dedicated or switched access basis.

Business Services
Residential Services
Optional Calling Features
Directory Listing Services
Dedicated Services

C. Interexchange Services

The following interexchange Network Services are available to Customers where provisioning is technically feasible;

1. Switched outbound "1 Plus" Dialing;
2. Switched inbound Toll-Free; and
3. Directory Assistance

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SECTION 3 – DESCRIPTION OF SERVICE, Continued

3.1. APPLICATION OF RATES AND CHARGES, Continued

3.1.2. Service Connection and Maintenance Charges

A. Service Connection Charges

1. Service Connection Charges are Nonrecurring Charges for establishing or modifying Services. Unless specifically exempted in this or other Sections of this Tariff, Service Connection Charges apply to all Customer-initiated requests, and are in addition to all other scheduled rates and charges.
2. Charges for installation or rearrangement of Service are billed on the next month's bill immediately following work performed by Company.
3. The charges specified in this Tariff reflect Service provided during regularly scheduled work hours, at current installation intervals and without work interruptions by the Customer.
4. Customer requests for expedited Services that require installations on a date that is offered on a later date may result in an increase in applicable Service Connection Charges.
5. Customers that request service connection to be performed outside of normal business hours shall also incur an additional Service Connection Charge (excluding the Service Ordering Charge) as well as any additional costs attendant to the request.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued**3.2. EXCHANGE SERVICES****3.2.1 Basic Local Exchange Service Territory**

Company's service territory within the State of Arizona mirrors that of Qwest Corporation's Arizona local exchange service territory.

3.2.2 Basic Local Exchange Service

- A. Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications Channel, which can be used to place or receive one call at a time. Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other Station equipment.
- B. Local Exchange Services provide a Customer connection to Company's network, enabling the Customer, among other things, to:
 - 1. Originate communications to other points on Company's underlying network;
 - 2. Receive communications from other points on Company's underlying network;
 - 3. Access Company's Services as set forth in this and other Company Tariffs;
 - 4. Access local, interexchange and international telecommunications services provided by other authorized Carriers and the customers of such Carriers to the extent such Carriers are interconnected with Company's underlying network;
 - 5. Access Company's customer service for Service-related assistance;
 - 6. Access 911 or E911 services, where available, operator services, directory assistance, and telecommunications relay services;
 - 7. Access Operator-Assisted Calling Services; and
 - 8. Access Directory Assistance.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued**3.2. EXCHANGE SERVICES, Continued****3.2.2. Basic Local Exchange Service, Continued**

- C. Local Exchange Services may not be available to originate calls to other telephone companies' caller-paid information services (e.g., NPA 900-NXX, 976-NXX, etc.). Calls to those numbers and other numbers used for caller-paid information services are blocked by Company.
- D. Local Exchange Customers receive one listing per assigned telephone number in the local White Pages Directory and receive a copy of the White Pages Directory at no additional charge.

3.2.3. Business Services

Company provides the following business package offerings to commercial Customers:

- A. **Primary Business Line** consists of basic local switched access service and the following custom calling features: Anonymous Call Rejection Three-Way Calling, 900/976 number blocking, Call Forwarding, Call Rejection, Call Transfer, Call Waiting, Call Waiting Caller ID, Caller ID, Continuous Redial, Hunting, Last Call Return, Long Distance Alert, Message Waiting Indicator, and Selective call Forwarding
- B. **Additional Business Lines** – Each additional line purchased by the same subscriber at the same location will consist of basic local switched access service and the following custom calling features: Anonymous Call Rejection Three-Way Calling, 900/976 number blocking, Call Forwarding, Call Rejection, Call Transfer, Call Waiting, Call Waiting Caller ID, Caller ID, Continuous Redial, Hunting, Last Call Return, Long Distance Alert, Message Waiting Indicator, and Selective call Forwarding

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SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.2. EXCHANGE SERVICES, Continued

3.2.4. Residential Services

Company provides the following business package offerings to residential subscribers:

- A. **Residential Package A – Residential Silver Package** consists of basic local switched access service and the following custom calling features: Anonymous Call Rejection Three-Way Calling, 900/976 number blocking, Call Forwarding, Call Rejection, Call Transfer, Call Waiting, Call Waiting Caller ID, Caller ID, Continuous Redial, Hunting, Last Call Return, Long Distance Alert, Message Waiting Indicator, Priority Calling, and Selective call Forwarding. A separate two-line plan is also available for the Residential Silver Package.
- B. **Residential Package B – Residential Gold Package** consists of basic local switched access service and the following custom calling features: Anonymous Call Rejection Three-Way Calling, 900/976 number blocking, Call Forwarding, Call Rejection, Call Transfer, Call Waiting, Call Waiting Caller ID, Caller ID, Continuous Redial, Hunting, Last Call Return, Long Distance Alert, Voicemail, Message Waiting Indicator, Priority Calling, and Selective Call Forwarding. A separate two-line plan is also available for the Residential Gold Package.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued**3.3. OPTIONAL CALLING FEATURES****3.3.1. Custom Calling Feature Descriptions**

Company offers the following custom calling features. Feature availability is based on Customer location and network availability.

- A. **Anonymous Call Rejection:** Permits the End-User to automatically reject incoming calls when the call originates from a telephone number that has blocked delivery of its calling number (see Calling Number Delivery Blocking). When active, calls from private numbers will be routed to a special announcement, and then terminated. The feature may be turned on or off by the End-User by dialing the appropriate feature control code.
- B. **Call Block:** Allows the End-User to automatically block incoming calls from up to six End-User pre-selected telephone numbers programmed into the feature's screening list. Callers whose numbers have been blocked will hear a recorded message stating that their call has been blocked. The End-User controls when the feature is active, and can add or remove calling numbers from the feature's screening list.
- C. **Caller ID – Name and Number:** Permits the End-User to view a Directory Name and Directory Number of the calling party on incoming telephone calls. Information is displayed on specialized Customer Provided Equipment. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary equipment. In some situations, the calling party's city and state may be displayed, rather than a Directory Name, depending on available call data.
- D. **Call Forward:** Forwards all calls immediately upon reaching the End-User's line to a number of the End-User's choice. The forward-to number can be changed anytime from the line equipped with this feature.
- E. **Call Forward – Busy Line:** Permits the forwarding of incoming calls when the End-User's line is busy. The forwarded number is fixed by the End-User Service order.
- F. **Call Forward – Don't Answer:** Permits the forwarding of incoming calls when the End-User's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the Service order.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued**3.3. OPTIONAL CALLING FEATURES, Continued****3.3.1. Custom Calling Feature Descriptions, Continued**

- G. Call Forward – Variable: Forwards all calls immediately upon reaching the End-User's line to a number of the End-User's choice. The forward-to number can be changed anytime from the line equipped with this feature.
- H. Call Rejection – Allows the Customer to block incoming calls up to a maximum of ten (10) telephone numbers.
- I. Call Return – Allows the Customer to return a call to the last incoming call, whether answered or not. Upon activation, it will redial the number automatically, and continue to check the number every 45 seconds for up to 30 minutes, if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed. The calling party's number will not be delivered or announced to the call recipient under any circumstances.
- J. Call Selector – Allows a Customer to assign a maximum of six (6) telephone numbers to a special list. The Customer will hear a distinctive ring when calls are received from telephone numbers on that list.
- K. Call Trace – Allows the tracing of nuisance calls to a specified telephone number suspected of originating from a given local office. The tracing is activated upon entering the specified dial code. The originating telephone number, outgoing Trunk number or terminating number, and the time and date, are generated for every call to the specified telephone number, which can then be identified.
- L. Call Waiting: Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting is provided with the feature and allows a Call Waiting End-User to disable the Call Waiting feature for the duration of a single outgoing telephone call. Cancel Call Waiting is activated by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.
- M. Call Transfer – Allows Customers the ability to transfer a call in progress to another station
- N. Call Transfer Disconnect – Allows the transfer of calls to another line, to free up the original line

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SECTION 3 - DESCRIPTION OF SERVICE, Continued**3.3. OPTIONAL CALLING FEATURES, Continued****3.3.1. Custom Calling Feature Descriptions, Continued**

O. Call Waiting ID – Enables the called party to identify the party calling when on another call.

P. Caller ID Blocking – Provides a permanent indicator on the Customer's line. Once the block is established on the Customer's line, the private status can be deactivated by the Customer by dialing a series of numbers before each call to change the indicator from private to public. This one call unblock allows the name and number to be sent for that one call only.

Customer who chooses per line blocking for the first time will not be charged the non-recurring charge. New Customers to the Caller ID serving area will be provided the same option. A Customer requesting per line blocking will pay a non-recurring charge for re-establishing line blocking.

Q. Speed Call – Permits the Customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. The feature is available as either an eight (8) code list or a thirty (30) code list. Code lists may include local and/or toll telephone numbers. The Customer has the ability to add or remove telephone numbers and codes to/from the speed- calling list without assistance from Company.

R. Three Way Calling – Permits the End-User to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The End-User initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming calls.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.4. DIRECTORY LISTING SERVICE

- 3.4.1.** The Company will provide Customer a single directory listing consisting of the Customer's name, Customer's street address, and Customer's telephone number which is designated as the Customer's main billing number, in the telephone directory published by the dominant exchange service provider in the Customer's exchange area.
- 3.4.2.** The Company may limit the length of any listing in the directory by the use of abbreviations when in its sole discretion, the clearness of the listing or the identification of the Customer is not impaired thereby.
- 3.4.3.** The Company may, in its sole discretion, refuse a listing (i) that does not constitute Customer's legally authorized or adopted name, (ii) that contains obscenities in the name, (iii) that is likely to mislead or deceive calling persons as to the identify of the listed party, (iv) that is a contrived name used for advertising purposes or used to secure a preferential position in the directory, or (v) that is more elaborate than reasonably necessary to identify the listed party. The Company will notify the Customer prior to withdrawing any listing which is found to be in violation of this subpart.
- 3.4.4.1.** In order for listings to appear in a directory, a Customer must furnish the listing to the Company in time to meet the directory publishing schedule.
- 3.4.4.2.** Customer may elect for their telephone number and name to be non-listed or non-published in the directory or information services for an additional fee.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued**3.5. SERVICE PROVIDER OPTIONS****3.5.1. No Primary Interexchange Carrier (PIC) Option**

Customers have the option of not selecting a toll provider as the primary Carrier for intraLATA and/or interLATA toll traffic, thus requiring the Customer to use an access code to obtain toll providers' Services (i.e., 1010-XXX).

3.5.3. Preferred Carrier Freeze (PCF)

Company offers a free Service called Preferred Carrier Freeze. This Service is available to all Customers. PCF allows Customers to designate their local long distance (intraLATA) provider, long distance (interLATA) provider, and a local exchange Service provider, as permanent choices, which may not be changed absent further authorization from the Customer. Company will send a letter to each Customer upon initiation or transfer of Service, which informs the Customer of the option to freeze his/her intraLATA, interLATA and local Service provider choice(s). At the time a Customer contacts Company to establish a freeze, a representative will advise him/her on how to facilitate a change of provider(s) on a frozen account.

3.5.4. Carrier Change Charge

After the initial thirty (30) day period, or at any time after an initial Carrier selection has been made, any Carrier selection or change is subject to a Non-Recurring Charge, per change, per line, as set forth in Section 4.3.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued**3.6. INTEREXCHANGE SERVICES**

- 3.6.1.** Intrastate Long Distance - Permits Customers to originate calls via switched or dedicated access lines and to terminate intrastate calls. The customer dials "1+" followed by "ten digits" or dials "1010XXX" followed by "1 + ten digits". Further, the Service permits a Customer connection to Company's network, enabling the Customer, among other things, to access Interexchange and international telecommunications services provided by other authorized Carriers and the customers of such Carriers to the extent such Carriers are interconnected with Company's network; access Company's business office for Service-related assistance; access Operator-Assisted Calling Services; and access Directory Assistance.
- 3.6.2.** **Toll Free Service** – This service is inbound calling only where an 800, 888 or other Toll Free prefix number rings into a Customer's premise routed to a specific telephone number or terminated over a dedicated facility.
- 3.6.3.** **Directory Assistance** – Access to long distance directory assistance is obtained by dialing 1 + 555-1212 for other listings. When more than one number is requested in a single call, a charge will apply for each number requested. A charge will be applicable for each number requested, whether or not the number is listed or published.

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SECTION 4 – RATES**4.1. SERVICE CONNECTION AND MAINTENANCE CHARGES****4.1.1. Service Order and Change Charges**

The following non-recurring rates apply on a per line basis, unless otherwise noted.

A. <u>Service or Feature</u>	<u>Business</u>		<u>Residential</u>	
	Minimum	Maximum	Minimum	Maximum
Line Installation	\$15.00	\$55.00	\$15.00	\$55.00
Move Line	\$34.00	\$74.00	\$15.00	\$55.00
Change Telephone Number	\$15.00	\$55.00	\$ 7.50	\$27.50
Change of Billing Responsibility, per order	\$ 3.50	\$23.50	\$0.00	\$15.00
Change to Class of Service, per order	\$ 5.00	\$45.00	\$ 0.00	\$20.00
Optional Service Installation Charge	\$ 0.00	\$30.00	\$ 0.50	\$28.50
Hunting	\$ 0.00	\$30.00	N/A	
Remote Access Call Forwarding	\$ 0.00	\$30.00	N/A	
Call Waiting Identification (ID)	\$ 0.00	\$30.00	\$ 0.00	\$30.00
Anonymous Call Rejection	\$ 0.00	\$30.00	\$ 0.00	\$30.00
Screening and Restriction Installation	\$ 0.00	\$30.00	\$ 5.00	\$35.00
Toll Restriction	\$ 0.00	\$40.00	\$ 1.00	\$20.00
Blocking Alternative Network Access (10XXX)	\$ 0.00	\$40.00	N/A	
Collect Call Blocking	\$ 0.00	\$26.00	\$ 0.00	\$26.00
Third Party Blocking	\$ 0.00	\$26.00	\$ 0.00	\$26.00
Caller ID Blocking, initial	\$ 0.00	\$26.00	\$ 0.00	\$26.00
Caller ID Block, after initial blocking	\$ 0.00	\$28.00	\$ 0.00	\$28.00
Feature Change	\$ 0.00	\$30.00	\$ 0.50	\$28.50
Directory Listing Change/Establishment of additional listing	\$ 2.00	\$32.00	\$ 8.00	\$38.00
Non-Published listing	\$ 8.00	\$38.00	\$ 2.50	\$32.50
Non-Listed number	\$ 8.00	\$38.00	\$ 2.50	\$32.50

B. Reconnection Fee

Reconnection fee applies to reconnect Service after dial tone has been suspended or service has been disconnected by Company.

	<u>Business</u>		<u>Residential</u>	
	Minimum	Maximum	Minimum	Maximum
Reconnection fee, per line	\$20.00	\$60.00	\$15.00	\$35.00

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SECTION 4 – RATES**4.1. SERVICE CONNECTION AND MAINTENANCE CHARGES, Continue****4.1.1. Service Order and Change Charges, Continued**

The following rates apply to work completed at the Customer's premises on applicable to Inside Wiring for Customers who do not subscribe to a separate Inside Wire Maintenance Plan, or for repairs made to Inside Wiring not covered by an Inside Wire Maintenance Plan. Rates are provided for informational purposes only.

C. <u>Service Charges Inside Wire</u>	<u>1st Hour</u> <u>Or partial</u>		<u>Each Add'l</u> <u>¼ Hour</u>	
	Minimum	Maximum	Minimum	Maximum

Schedule I

Applicable for work performed Monday through Friday between 8:00 AM and 5:00 PM \$59.00 \$159.00 \$ 5.00 \$45.00

Schedule II

Applicable for work performed Monday through Friday between 5:00 PM and 8:00 AM and on Saturdays \$29.00 \$300.00 \$15.00 \$60.00

Schedule III

Applicable to work performed on Sundays and Holidays. Holidays subject to Schedule III \$29.00 \$300.00 \$15.00 \$60.00
Charges are:

New Year's Day, President's Day (Third Monday in February), Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day.

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SECTION 4 – RATES, Continued**4.2. EXCHANGE SERVICE RATES AND CHARGES****4.2.1. Business Services**

Business Package	Monthly Recurring Charge	
	Minimum	Maximum
Primary Business Line	\$15.00	\$60.00
Additional Business Lines	\$10.00	\$45.00

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SECTION 4 – RATES, Continued**4.2. EXCHANGE SERVICES RATES AND CHARGES, Continued****4.2.2. Residential Services****Residential Package****Monthly
Recurring
Charge**

Minimum Maximum

Residential Silver Package

\$20.00 \$60.00

Residential Gold Package

\$15.00 \$65.00

Additional Residential Lines

\$10.00 \$40.00

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SECTION 4 – RATES, Continued**4.3. OPTIONAL CALLING FEATURES****4.3.1. Custom Calling Features - Business**

The following recurring monthly charges apply on a per line basis, unless otherwise noted.

<u>Service</u>	<u>Monthly Rate</u>	
	Minimum	Maximum
Anonymous Call Rejection:	\$0.00	\$10.00
Call Block	\$0.00	\$10.00
Caller ID –	\$0.00	\$10.00
Call Forwarding	\$0.00	\$10.00
Hunting	\$0.00	\$10.00
Call Waiting	\$0.00	\$10.00
Speed Calling	\$0.00	\$10.00
Collect Call Blocking	\$0.00	\$10.00
Third Party Blocking	\$0.00	\$10.00
Blocking for alternative network Access (10XXX, 1010XXX, etc.)	\$0.00	\$10.00
Call Trace Blocking	\$0.00	\$10.00
Caller ID Blocking	\$0.00	\$10.00
Caller ID Blocking, per use	\$0.00	\$10.00
Continuous Redial Blocking	\$0.00	\$10.00
Last Call Return/Callback Blocking	\$0.00	\$10.00
Three Way Calling	\$0.00	\$10.00
Three-Way Calling Blocking	\$0.00	\$10.00
Toll Restriction	\$0.00	\$10.00

4.3.2. Custom Calling Features - Residential

<u>Service</u>	<u>Monthly Rate</u>	
	Minimum	Maximum
Anonymous Call Rejection:	\$0.00	\$10.00
Call Block	\$0.00	\$10.00
Caller ID –	\$0.00	\$10.00
Call Forwarding	\$0.00	\$10.00
Call Waiting	\$0.00	\$10.00
Speed Calling	\$0.00	\$10.00
Collect Call Blocking	\$0.00	\$10.00
Caller ID Blocking	\$0.00	\$10.00
Continuous Redial Blocking	\$0.00	\$10.00
Last Call Return/Callback Blocking	\$0.00	\$10.00
Three Way Calling	\$0.00	\$10.00
Toll Restriction	\$0.00	\$10.00

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SECTION 4 – RATES, Continued**4.4. DIRECTORY LISTING SERVICE****4.4.1. Per Use Features**

<u>Feature</u>	<u>Per Use Rate</u>	
	Minimum	Maximum
Call Trace	\$0.00	\$10.00
Continuous Redial	\$0.00	\$10.00
Three-Way Calling	\$0.00	\$10.00
Last Call Return/Callback	\$0.00	\$10.00

4.4.2.**Business Listings**

<u>Listing</u>	<u>Monthly Rate</u>	
	Minimum	Maximum
Additional Listing	\$0.00	\$10.00
Alphabetical Listing	\$0.00	\$10.00
Alternate Listing	\$0.00	\$10.00
Client Main Listing	\$0.00	\$10.00
Cross Reference Listing	\$0.00	\$10.00
Extra Line Listing ("Information Listing")	\$0.00	\$10.00
Foreign Listing	\$0.00	\$10.00
Non-Listed (Semi Private)	\$0.00	\$10.00
Non-Published (Private)	\$0.00	\$10.00
Reference Listing	\$0.00	\$10.00
Temporary Listing	\$0.00	\$10.00
WATS Listing	\$0.00	\$10.00

4.4.3.**Residential Listings**

<u>Listing</u>	<u>Monthly Rate</u>	
	Minimum	Maximum
Additional Listing	\$0.00	\$10.00
Non-Listed (Semi Private)	\$0.00	\$10.00
Non-Published (Private)	\$0.00	\$10.00

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SECTION 4 – RATES, Continued**4.5. INTERLATA AND INTRALATA PRESUBSCRIPTION**

4.5.1. InterLATA and IntraLATA presubscription is a procedure whereby a subscriber designates Company as the carrier which the subscriber wishes to be the carrier of choice for interLATA and intraLATA toll calls. Such calls are directed to the designated carrier, without the need to use carrier access codes or additional dialing. InterLATA and IntraLATA presubscription does not prevent a subscriber who has presubscribed to the same interLATA and intraLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative interLATA and intraLATA carrier on a per call basis.

4.5.2. InterLATA and IntraLATA Presubscription Offerings:

- A. Option A: Subscriber may select Company as the presubscribed carrier for intraLATA toll calls subject to presubscription;
- B. Option B: Subscriber may select an alternate interLATA and intraLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription;
- C. Option C: Subscriber may select a carrier other than Company for the subscriber's interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription; or
- D. Option D: Subscriber may select no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the subscriber to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

4.5.3. Rules and Regulations

- A. Subscribers will retain their current dialing arrangements until they request that their dialing arrangements be changed.
- B. Subscribers may select either Options A, B, C or D, above, for intraLATA presubscription.
- C. Subscribers may change their selected Option and/or their presubscribed intraLATA toll carrier at any time.

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SECTION 4 – RATES, Continued**4.5. c, Continued****4.5.3. Rules and Regulations, Continued**

D. New subscribers will be asked to select an intraLATA toll carrier(s) at the time the subscriber places an order to establish local exchange service with Company. Company will process the subscriber's order for interLATA and intraLATA service. The selected carrier(s) will confirm their respective subscriber's verbal selection by third-party verification or return written confirmation notices.

	Minimum	Maximum
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Per line, per change	\$0.50	\$10.50
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4.6. INTEREXCHANGE SERVICE CHARGES

	Minimum	Maximum
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Intrastate Long Distance Service		
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Per minute	\$0.01	\$0.50
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Toll Free Service		
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Per minute	\$0.01	\$0.50
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4.7. COMBINED BILLING FEE

Customers may elect to have the convenience of Company billing both local exchange services and long distance detail billing on a single Customer invoice. Customer may also elect to receive their invoices via electronic delivery to avoid this fee.

	Minimum	Maximum
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Combined Billing Fee	\$0.99	\$3.99
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4.8. DUPLICATE BILL FEE

Additional and alternate copies of Company bills are available upon Customer request. An additional bill copy is a secondary copy of the Customer's initial bill. An alternate bill is an additional bill sent to a different address other than the Customer's address of record, upon proper authority by the Customer.

	Minimum	Maximum
Residential Customer, per copy of additional or alternate bill	\$0.00	\$15.00
Business Customer, per copy of additional or alternate bill	\$0.00	\$35.00

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SECTION 4 – RATES, Continued**4.9. PROMOTIONS**

The Company may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company may also waive a portion or all processing fees or installation fees for qualifying Customers and other occasional promotional events sponsored or endorsed by the Company. From time to time, the Company may waive all processing fees for a Customer. All promotional offerings will be filed with the Commission.

4.10. INDIVIDUAL CASE BASIS AGREEMENTS

When the Company furnishes a facility or Service for which a rate or charge is not specified in the Company's Tariff, or when the Company offers rates or charges which may vary from Tariff arrangements, rates and charges will be determined on an Individual Case Basis (ICB). The rates and charges for ICBs will be specified by contract between the Company and the Customer and will be made available to the Commission upon request.

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SECTION 5 – EFFECTIVE RATE SCHEDULE**5.1. SERVICE CONNECTION AND MAINTENANCE CHARGES****5.1.1. Service Order and Change Charges**

The following non-recurring rates apply on a per line basis, unless otherwise noted.

<u>A. Service or Feature</u>	<u>Business</u>	<u>Residential</u>
Line Installation	\$35.00	\$35.00
Move Line	\$54.00	\$35.00
Change Telephone Number	\$25.00	\$17.50
Change of Billing Responsibility, per order	\$13.50	\$5.00
Change to Class of Service, per order	\$25.00	\$10.00
Optional Service Installation Charge	\$10.00	\$8.50
Hunting	\$10.00	N/A
Remote Access Call Forwarding	\$10.00	N/A
Call Waiting Identification (ID)	\$0.00	\$0.00
Anonymous Call Rejection	\$0.00	\$0.00
Screening and Restriction Installation	\$0.00	\$25.00
Toll Restriction	\$20.00	\$6.00
Blocking Alternative Network Access (10XXX)	\$10.00	N/A
Collect Call Blocking	\$6.00	\$6.00
Third Party Blocking	\$6.00	\$6.00
Caller ID Blocking, initial	\$0.00	\$0.00
Caller ID Block, after initial blocking	\$8.00	\$8.00
Feature Change	\$10.00	\$8.50
Directory Listing Change/Establishment of additional listing	\$12.00	\$18.00
Non-Published listing	\$18.00	\$12.50
Non-Listed number	\$18.00	\$12.50

<u>B. Reconnection Fee</u>	<u>Business</u>	<u>Residential</u>
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Reconnection fee applies to reconnect Service after dial tone has been suspended or service has been disconnected by Company.

Reconnection fee, per line	\$40.00	\$25.00
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SECTION 5 – EFFECTIVE RATE SCHEDULE, Continued**5.1. SERVICE CONNECTION AND MAINTENANCE CHARGES, Continued****5.1.1. Service Order and Change Charges, Continued**

The following rates apply to work completed at the Customer's premises on applicable to Inside Wiring for Customers who do not subscribe to a separate Inside Wire Maintenance Plan, or for repairs made to Inside Wiring not covered by an Inside Wire Maintenance Plan. Rates are provided for informational purposes only.

C. <u>Service Charges Inside Wire</u>	<u>1st Hour Or partial</u>	<u>Each Add'l ¼ Hour</u>
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Schedule I

Applicable for work performed Monday through Friday between 8:00 AM and 5:00 PM	\$99.00	\$25.00
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Schedule II

Applicable for work performed Monday through Friday between 5:00 PM and 8:00 AM and on Saturdays	\$149.00	\$37.25
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Schedule III

Applicable to work performed on Sundays and Holidays. Holidays subject to Schedule III Charges are:	\$149.00	\$37.25
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New Year's Day, President's Day (Third Monday in February), Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day.

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SECTION 5 – EFFECTIVE RATE SCHEDULE, Continued**5.2. EXCHANGE SERVICE RATES AND CHARGES****5.2.1. Business Services****Business Package****Monthly
Recurring
Charge**

Primary Business Line

\$34.99

Additional Business Lines

\$25.99

5.2.2. Residential Services**Residential Package****Monthly
Recurring
Charge**

Residential Silver Package

\$31.89

Residential Gold Package

\$36.89

Additional Residential Lines

\$20.00

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SECTION 5 – EFFECTIVE RATE SCHEDULE, Continued**5.3. OPTIONAL CALLING FEATURES****5.3.1. Custom Calling Features – Business**

The following recurring monthly charges apply on a per line basis, unless otherwise noted.

<u>Service</u>	<u>Monthly Rate</u>
Anonymous Call Rejection:	\$0.00
Call Block	\$3.00
Caller ID –	\$6.00
Call Forwarding	\$3.00
Hunting	\$6.00
Call Waiting	\$6.00
Speed Calling	\$3.00
Collect Call Blocking	\$0.00
Third Party Blocking	\$0.00
Blocking for alternative network Access (10XXX, 1010XXX, etc.)	\$0.10
Call Trace Blocking	\$0.00
Caller ID Blocking	\$6.00
Caller ID Blocking, per use	\$0.00
Continuous Redial Blocking	\$0.00
Last Call Return/Callback Blocking	\$0.00
Three Way Calling	\$3.00
Three-Way Calling Blocking	\$0.00
Toll Restriction	\$0.00

5.3.2. Custom Calling Features - Residential

<u>Service</u>	<u>Monthly Rate</u>
Anonymous Call Rejection:	\$0.00
Call Block	\$3.00
Caller ID –	\$6.00
Call Forwarding	\$3.00
Call Waiting	\$6.00
Speed Calling	\$3.00
Collect Call Blocking	\$0.00
Caller ID Blocking	\$6.00
Continuous Redial Blocking	\$0.00
Last Call Return/Callback Blocking	\$0.00
Three Way Calling	\$3.00
Toll Restriction	\$0.00

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SECTION 5 – EFFECTIVE RATE SCHEDULE, Continued**5.4. DIRECTORY LISTING SERVICE****5.4.1. Per Use Features**

<u>Feature</u>	<u>Per Use Rate</u>
Call Trace	\$1.00
Continuous Redial	\$0.95 (\$7.60 maximum charge per month)
Three-Way Calling	\$0.00
Last Call Return/Callback	\$0.95 (\$7.60 maximum charge per month)

5.4.2. Business Listings

<u>Listing</u>	<u>Monthly Rate</u>
Additional Listing	\$3.00
Alphabetical Listing	\$3.00
Alternate Listing	\$3.00
Client Main Listing	\$3.00
Cross Reference Listing	\$3.00
Extra Line Listing ("Information Listing")	\$3.00
Foreign Listing	\$3.00
Non-Listed (Semi Private)	\$1.80
Non-Published (Private)	\$2.25
Reference Listing	\$3.00
Temporary Listing	\$3.00
WATS Listing	\$3.00

5.4.3. Residential Listings

<u>Listing</u>	<u>Monthly Rate</u>
Additional Listing	\$1.50
Non-Listed (Semi Private)	\$1.50
Non-Published (Private)	\$2.25

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SECTION 5 – EFFECTIVE RATE SCHEDULE, Continued**5.5. INTERLATA AND INTRALATA PRESUBSCRIPTION**

Per line, per change \$5.50

5.6. INTEREXCHANGE SERVICE CHARGES

Per minute \$0.069

Toll Free Service

Per minute \$0.069

5.7. COMBINED BILLING FEE

Combined Billing Fee \$1.99

5.8. DUPLICATE BILL FEE

Residential Customer, per copy of additional or alternate bill \$5.00

Business Customer, per copy of additional or alternate bill \$10.00

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ARIZONA CORPORATION COMMISSION

**Application and Petition for Certificate of Convenience and Necessity to Provide
Intrastate Telecommunications Services**

Of

Liberty-Bell Telecom, LLC

ATTACHMENT C

**Draft Publication Notice
(Attached)**

**NOTICE OF APPLICATION FOR A CERTIFICATE OF CONVENIENCE AND
NECESSITY TO PROVIDE COMPETITIVE RESOLD INTEREXCHANGE
TELECOMMUNICATIONS SERVICE BY LIBERTY-BELL TELECOM, LLC**

Liberty-Bell Telecom, LLC ("Applicant") has filed with the Arizona Corporation Commission ("Commission") an application for a Certificate of Convenience and Necessity ("Certificate") to provide competitive resold interexchange telecommunications services in the State of Arizona. Applicant will be required by the Commission to provide this service under the rates and charges and terms and conditions established by the Commission.

A.R.S. § 40-282 provides that the Commission may act on an application for a Certificate to provide resold telecommunications services without a hearing, or with a hearing, if one is requested by any party. Applicant or any other party must request a hearing within twenty (20) days of the date of this notice, or the Commission will rule on the application without a hearing.

The applications, report of the Commission's Utilities Division Staff, and any written exceptions to the Staff report prepared by the applicant are available for inspection during regular business hours at the offices of the Commission located at 1200 West Washington Street, Phoenix, Arizona 85007, and at the offices of the Applicant's Regulatory Consultants, Miller Isar, Inc., 4423 Point Fosdick Drive NW, Suite 306, Gig Harbor, Washington 98335.

Under appropriate circumstances, interested parties may intervene in the proceedings, and participate as a party. Intervention shall be in accordance with the A.A.C. R14-3-105, except that all motions to intervene must be filed on or within twenty (20) days of the date of this notice. You may have the right to intervene in the proceedings, or you may make a statement for the record. If you have any comments, mail them to:

The Arizona Corporation Commission
Attention Docket Control
RE: Liberty-Bell Telecom, LLC
Docket No.
1200 West Washington Street
Phoenix, Arizona 85007

All Comments should be received within twenty (20) days of the date of this notice. If you have any questions about this application or have any objections to its approval, you may contact the Consumer Services Section of the Commission at 1200 West Washington Street, Phoenix, AZ 85007 or call (602) 542-4251 or (800) 222-7000.

The Commission does not discriminate on the basis of disability in admission to its public meetings. Persons with a disability may request reasonable accommodations such as a sign language interpreter, as well as request this document in an alternative format, by contacting Shaylin Bernal, ADA Coordinator, telephone number (602) 542-3931, or Email at SABernal@azcc.gov. Requests should be made as early as possible to allow time to arrange the accommodations.

ARIZONA CORPORATION COMMISSION

**Application and Petition for Certificate of Convenience and Necessity to Provide
Intrastate Telecommunications Services
Of
Liberty-Bell Telecom, LLC**

ATTACHMENT D

Applicant's financial information for the two (2) most recent years is attached. Applicant has not engaged in an audit of its financial statements, nor has it been required to engage in such audit by any regulatory agency, Audited financial statements are not included, accordingly.

Retained cash balance as of December 31, 2009 was \$790, 327.

Liberty-Bell Telecom LLC
Income Statement
2007-2009

	<u>Jan - Dec 07</u>	<u>Jan - Dec 08</u>	<u>Jan - Dec 09</u>
Ordinary Income/Expense			
Income			
QuickTel Billed Services	253,779.50	583,615.03	9,820,991.10
Resold Services	4,330,833.20	6,445,774.50	55,592.00
Encore Billed Services	0.00	314,947.35	286,649.33
Commissions and Other Income	154,637.41	163,034.01	139,671.92
Business Computing Services	0.00	434,130.66	172,411.81
Credits & Write Offs	-121,693.18	-301,119.04	-1,107.48
Total Income	<u>4,617,556.93</u>	<u>7,640,382.51</u>	<u>10,474,208.68</u>
Cost of Goods Sold			
Resold Services COGS	2,808,874.04	3,821,627.65	4,809,916.23
Network Operating Costs	0.00	506,704.99	231,721.34
Computing Services	-3,929.00	126,215.23	610,191.88
Total COGS	<u>2,804,945.04</u>	<u>4,454,547.87</u>	<u>5,651,829.45</u>
Gross Profit	1,812,611.89	3,185,834.64	4,822,379.23
Expense			
Sales & Marketing	104,522.05	230,675.79	794,572.45
6101 - Sales	7,750.00	0.00	0.00
General and Administrative	361,620.88	794,635.23	2,878,030.48
Non- Recurring Transaction Cost	0.00	0.00	69,474.44
Depreciation & Amortization	21,354.21	123,493.78	253,323.32
Total Expense	<u>495,247.14</u>	<u>1,148,804.80</u>	<u>3,995,400.69</u>
Net Ordinary Income	1,317,364.75	2,037,029.84	826,978.54
Other Income/Expense			
Other Income			
Other Income	36,817.98	11,719.39	2,071.30
Interest Income	186.36	246.43	3.89
Total Other Income	<u>37,004.34</u>	<u>11,965.82</u>	<u>2,075.19</u>
Other Expense			
Finance Charges	189.06	21,361.99	21,332.06
Non Recurring	0.00	105,708.11	-1,134.98
Total Other Expense	<u>189.06</u>	<u>127,070.10</u>	<u>20,197.08</u>
Net Other Income	<u>36,815.28</u>	<u>-115,104.28</u>	<u>-18,121.89</u>
	<u><u>1,354,180.03</u></u>	<u><u>1,921,925.56</u></u>	<u><u>808,856.65</u></u>

Liberty-Bell Telecom LLC
Individual Balance Sheet

	<u>Dec 31, 07</u>	<u>Dec 31, 08</u>	<u>Dec 31, 09</u>
ASSETS			
Current Assets			
Checking/Savings			
Community Banks of CO-Checking	286.11	1,169.41	1,829.33
Chase - Operating	112,542.57	266,176.52	677,944.09
Chase - Lockbox	38,909.00	172,617.53	23,835.04
Chase - Sales Tax	3,555.00	25,062.27	397.68
First National Bank Lockbox	0.00	5,762.15	0.00
Petty Cash	0.00	200.00	200.00
Money In Transit	21,299.73	50,958.11	86,121.24
Total Checking/Savings	<u>176,592.41</u>	<u>521,945.99</u>	<u>790,327.38</u>
Accounts Receivable			
Customer Accounts Receivable	383,269.72	667,524.78	632,125.66
Total Accounts Receivable	<u>383,269.72</u>	<u>667,524.78</u>	<u>632,125.66</u>
Other Current Assets			
Other Receivable	1,909,477.63	3,623,503.38	3,216,088.58
Unbilled Revenue[StaysSameAllYr]	35,883.29	111,708.82	98,443.75
Prepayments	81,252.19	153,516.92	170,392.55
Inventory	10,414.67	25,890.79	24,855.80
Carried Forward Sales Tax Losse	12,159.99	0.00	0.00
Total Other Current Assets	<u>2,049,187.77</u>	<u>3,914,619.91</u>	<u>3,509,780.68</u>
Total Current Assets	<u>2,609,049.90</u>	<u>5,104,090.68</u>	<u>4,932,233.72</u>
Fixed Assets			
Motor Vehicles	0.00	62,873.64	104,620.50
Service Providing Network	24,783.81	440,261.38	580,614.82
Office Infrastructure	25,974.01	45,010.71	25,234.80
Office Computers & Equipment	1,943.25	89,872.51	50,329.87
Office Software	65,491.00	49,518.04	25,249.69
Total Fixed Assets	<u>118,192.07</u>	<u>687,536.28</u>	<u>786,049.68</u>
Other Assets			
Deposits With Vendors.	5,868.00	16,768.00	14,368.00
Goodwill - C-Com	0.00	850,707.41	850,707.41
Goodwill - Impact Telecom	0.00	0.00	831,990.76
Total Other Assets	<u>5,868.00</u>	<u>867,475.41</u>	<u>1,697,066.17</u>
TOTAL ASSETS	<u><u>2,733,109.97</u></u>	<u><u>6,659,102.37</u></u>	<u><u>7,415,349.57</u></u>

LIABILITIES & EQUITY**Liabilities****Current Liabilities****Accounts Payable****Accounts Payable**526,704.32 1,413,806.21 1,162,678.75**Total Accounts Payable**526,704.32 1,413,806.21 1,162,678.75**Credit Cards****Credit Cards**0.00 157,822.31 709,507.02**Total Credit Cards**0.00 157,822.31 709,507.02**Other Current Liabilities****Rent Adjustment - ST**

0.00 0.00 3,601.52

Debt Payable < 12 months

0.00 21,575.21 223,095.88

Uncashed Checks

1,939.65 2,317.08 4,707.48

Due To Non-Customers

0.00 0.00 101.85

Accrued Expenses

73,789.67 427,633.20 139,870.14

Sales Tax Payable

114,278.72 162,563.39 242,668.65

Unearned Revenue[Does Not Move]

386,859.14 629,287.20 508,230.56

Due To Customers166,017.47 142,692.08 100,742.52**Total Other Current Liabilities**742,884.65 1,386,068.16 1,223,018.60**Total Current Liabilities**1,269,588.97 2,957,696.68 3,095,204.37**Long Term Liabilities****Rent Adjustment - LT**

0.00 14,509.75 10,908.28

Debt Payable > 12 months0.00 301,449.38 114,933.71**Total Long Term Liabilities**0.00 315,959.13 125,841.99**Total Liabilities**1,269,588.97 3,273,655.81 3,221,046.36**Equity****Members Equity**

109,340.97 1,463,521.00 3,385,446.56

Net Income1,354,180.03 1,921,925.56 808,856.65**Total Equity**1,463,521.00 3,385,446.56 4,194,303.21**TOTAL LIABILITIES & EQUITY**2,733,109.97 6,659,102.37 7,415,349.57

ARIZONA CORPORATION COMMISSION

Application and Petition for Certificate of Convenience and Necessity to Provide Intrastate Telecommunications Services Of Liberty-Bell Telecom, LLC

ATTACHMENT E

Listing of Key Personnel Employed by Applicant

Nigel Alexander – LLC Manager. Mr. Alexander co-founded Multi-Link Telecom, a unified messaging provider in 1996 and has acted as its strategist and deal maker since that time. Prior to founding Multi-Link he was employed in various positions in the banking industry. Multi-Link Telecom purchased Liberty-Bell Telecom in 2006 and retained the Liberty-Bell brand. Mr. Alexander also serves as the Executive Director of Colorado Community Voicemail, a Liberty Bell sponsored 501©3 that provides free telecommunications services to over 4,000 homeless customers in Colorado. Mr. Alexander's primary role in the business is to build value through transactional means, maintain strong financial controls and to set policy.

Christina Neher – Chief Operating Officer. Ms. Neher joined Multi-Link in 1999 as has served as COO of Multi-Link and Liberty-Bell. Ms. Neher runs all aspects of the operations side of the business. Prior to joining Liberty-Bell, Ms. Neher served as Vice president of Operations for Hellyer Communications, a \$10 million Indiana based provider of telecommunications services. From 1984 to 1988 Ms. Neher was employed by St. Mary's College and held the position of telecommunications coordinator.

Jay Weber – Executive Vice President. Mr. Weber is responsible for the Company's sales and business development as well as regulatory affairs. Mr. Weber arrived with the acquisition of Liberty Bell Telecom where he had served as President from inception in 2003 through it's merger with Multi-Link in 2006. Prior to founding Liberty Bell, Mr. Weber served in a wide range of sales and management roles within the Telecommunications industry in Colorado. Mr. Weber holds a Masters Degree in Telecommunications from the University of Denver.

EMPLOYEES

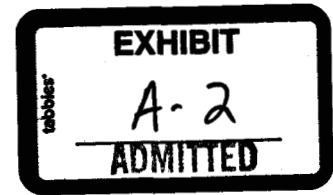
As of July 15, 2010, Liberty-Bell employed 33 people on a full time basis. Liberty Bell is well prepared with staff in provisioning, installation, customer support and technicians on call 24 hours a day 7 days a week. Our experienced staff currently supports our 10,000 existing clients.

ORIGINAL

**MILLER
ISAR** INC.
TRUSTED ADVISORS

ANDREW O. ISAR

4423 POINT FOSDICK DRIVE, NW
SUITE 306
GIG HARBOR, WA 98335
TELEPHONE: 253.851.6700
FACSIMILE: 866.474.3630
WWW.MILLERISAR.COM

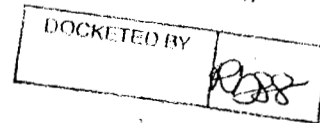


Via Overnight Delivery

January 12, 2011

Docket Control Center
Arizona Corporation Commission
1200 W. Washington Street, Room 108
Phoenix, Arizona 85007-2996

Arizona Corporation Commission
DOCKETED
JAN 14 2011



RE: Liberty-Bell Telecom, LLC (the "Company") Docket No. T-20752A-10-0307

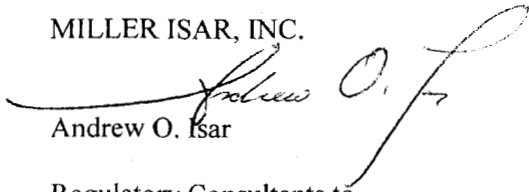
Dear Sir/Madam:

Enclosed for submission to the Arizona Corporation Commission are an original and thirteen (13) copies of an amended and restated Attachment A to Liberty-Bell Telecom, LLC's *Application for Certificate of Convenience and Necessity*, in the above-referenced docket. The Amended Attachment A reflects the new ownership of Liberty-Bell Telecom, LLC's parent, Liberty-Bell, LLC, effective as of January 1, 2011. This new ownership information was previously discussed in the Company's November 15, 2011 *Notification of Acquisition of Interest of Liberty-Bell, LLC by DISH Media Holdings Corporation* filed under this docket. Liberty-Bell Telecom, LLC reiterates that this change in ownership only affects its parent corporation and does not impact Liberty-Bell Telecom, LLC's ongoing operations.

Please acknowledge receipt of this filing by file-stamping and returning the copy of this letter and amended and restated Attachment A in the self-addressed, postage-paid envelope included. Thank you for your attention to this matter. Questions may be directed to the undersigned.

Sincerely,

MILLER ISAR, INC.


Andrew O. Isar

Regulatory Consultants to
Liberty-Bell Telecom, LLC

Enclosure

RECEIVED
2011 JAN 14 P 3:58
AZ CORP COMMISSION
DOCKET CONTROL

ARIZONA CORPORATION COMMISSION

**Application and Petition for Certificate of Convenience and Necessity to Provide
Intrastate Telecommunications Services
Of
Liberty-Bell Telecom, LLC**

ATTACHMENT A

A copy of the Applicant's Certificate of Good Standing as a domestic or foreign corporation, LLC, or other entity in the State of Arizona.

A copy of Applicant's Certificate of Good Standing as a Foreign Corporation is attached.

A list of the names of all owners, partners, limited liability company managers (or if a member managed LLC, all members), or corporation officers and directors (specify).

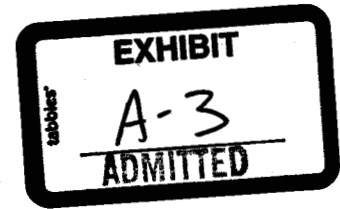
The Applicant, Liberty-Bell Telecom, LLC is a wholly owned subsidiary of Liberty-Bell, LLC. The only owner of greater than 5% of Liberty-Bell, LLC's ownership is:

<u>Individual And Address</u>	<u>Percentage of Shares Issued</u>	<u>Percentage of Voting Control</u>
DISH Media Holdings Corporation 9601 South Meridian Boulevard Englewood, CO 80112	90.0%	93.1%

ORIGINAL
**MILLER
ISAR** INC.
TRUSTED ADVISORS

ANDREW O. ISAR

4423 POINT FOSDICK DRIVE, NW
SUITE 306
GIG HARBOR, WA 98335
TELEPHONE: 253.851.6700
FACSIMILE: 866.474.3630
WWW.MILLERISAR.COM

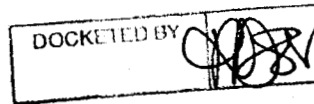


Via Overnight Delivery

January 19, 2011

Docket Control Center
Arizona Corporation Commission
1200 W. Washington Street, Room 108
Phoenix, Arizona 85007-2996

Arizona Corporation Commission
DOCKETED
JAN 20 2011



RECEIVED
2011 JAN 20 A 11:31
AZ CORP COMMISSION
DOCKET CONTROL

Re: Staff's First Set of Data Requests to Liberty-Bell Telecom, LLC, Docket No. T-20752A-10-0307

Dear Sir/Madam:

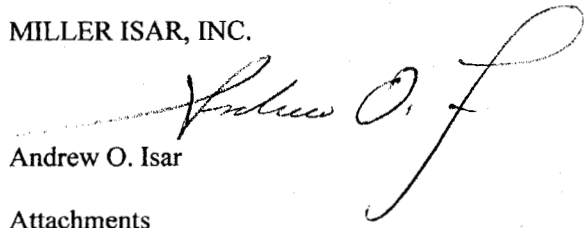
Pursuant to Staff's January 5, 2011 First Set of Data Requests in the above-referenced matter, Liberty-Bell Telecom, LLC ("LBT" or the "Company"), by its regulatory consultants, hereby provides the attached responses.

An original and thirteen (13) copies of this letter and attachments are enclosed.

Please acknowledge receipt of this filing by file-stamping and returning the additional copy of this Application and transmittal letter in the self-addressed, postage-paid envelope provided for this purpose. Questions may be directed to the undersigned.

Sincerely,

MILLER ISAR, INC.


Andrew O. Isar

Attachments

Regulatory Consultants to
Liberty-Bell Telecom, LLC

cc: Ms. Pam Genung via electronic delivery (PGenung@azcc.gov)

STAFF'S FIRST SET OF DATA REQUESTS FOR
LIBERTY-BELL TELECOM, LLC.
DOCKET NO. T-20752A-10-0307

Each of the following responses was prepared by:

Andrew O. Isar,
Miller Isar, Inc.
4423 Point Fosdick Drive, NW
Gig Harbor, Washington 98335
Telephone: 253.851.6700

Regulatory Consultants to
Liberty-Bell Telecom, LLC

PJG 1-1 Please specify the number of years of telecommunications experience for each of
the Key Personnel of Liberty-Bell Telecom, LLC that are identified in Attachment
E of Liberty-Bell's Application.

Response:

Nigel Alexander – LLC Manager - 15 years

Christina Neher – Chief Operating Officer – 23 years

Jay Weber – Executive Vice President – 18 years

STAFF'S FIRST SET OF DATA REQUESTS FOR
LIBERTY-BELL TELECOM, LLC.
DOCKET NO. T-20752A-10-0307

PJG 1-2 Please describe Liberty-Bell's plan for providing customer service to its local exchange and interexchange customers in Arizona.

Response: Liberty-Bell has a long standing history of providing exceptional customer service to its subscribers in the State of Colorado, New Mexico, and Utah, which has contributed to the Company's retention of subscribers and growth. The Company has invested in developing and supporting its customer service organization with new technology, and highly-qualified and trained representatives that are fully responsive to customer needs. Liberty-Bell's customer service support to Arizona subscribers represents an extension of the functions performed by its customer service organization, scaled to serve additional subscribers in Arizona.

PJG 1-3 Is Liberty-Bell planning to have a customer service center in Arizona?

PJG 1-4 Is Liberty-Bell planning to have employees in Arizona? If so, please indicate how many.

Response: Liberty-Bell plans to serve its Arizona subscribers from its Iowa and Colorado customer service centers. The Company does not plan to maintain employees in Arizona.

STAFF'S FIRST SET OF DATA REQUESTS FOR
LIBERTY-BELL TELECOM, LLC.
DOCKET NO. T-20752A-10-0307

PJG 1-5 In reference to the Notification of Acquisition of Interest of Liberty-Bell, LLC by DISH Media Holdings Corporation filed on November 22, 2010, please list the name and addresses of any alternative providers of service that are affiliates of DISH Media Holdings Corporation, as defined in R14-2-801.

Response: None of DISH Media Holdings Corporation affiliates (as defined in R14-2-801) constitute alternative providers of service.

STAFF'S FIRST SET OF DATA REQUESTS FOR
LIBERTY-BELL TELECOM, LLC.
DOCKET NO. T-20752A-10-0307

PJG 1-6

Please indicate why you believe that your range of rates is just and reasonable using a competitive market analysis. Your analysis should contain publicly available examples of tariff rates and charges charged by the incumbent and other carriers for similar services. Please provide actual tariff pages and use the attached matrix format to show your actual or proposed tariff rates and charges. Then show each competitor's tariff rates and charges for comparable telecommunications services. At a minimum, show tariff information of Qwest and two other competitors in Arizona. The material you provide should enable Staff to determine whether the tariff rates and charges of the Applicant are just and reasonable compared to other competitors offering the same or similar telecommunications services in Arizona. *(See Attachments A & B – By Competitor) (For the Applicant's ease, an excel file can be provided by contacting Pamela Genung at pgenung@azcc.gov).*

Response:

Liberty-Bell Telecom, LLC's rates reflect the Company's underlying costs and a reasonable return, while enabling the Company to remain competitive and attract and retain subscribers in Arizona's highly competitive local exchange and interexchange markets.

The Company's proposed Arizona rates are designed to be competitive with those of other competitive local exchange and interexchange carriers in Arizona, as well as with those of incumbent local exchange carriers. Liberty-Bell Telecom, LLC has designed innovative bundled service offerings that provide subscribers with a full suite of complementary local and interexchange services rather than *a la carte* services, as offered by many competitors that often result in much higher rates.

As a new market entrant, Liberty-Bell Telecom, LLC's could not successfully attract and retain subscribers unless its rates were competitive with larger, more established competitors. Yet Liberty-Bell Telecom, LLC does not have market power to control pricing and could not sustain unreasonably low, anti-competitive service rates through service subsidies in Arizona or elsewhere. Liberty-Bell Telecom, LLC's Arizona rates are consistent with those charged by other competitive local exchange and interexchange carriers operating under Commission-approved tariffs. Liberty-Bell Telecom, LLC's proposed rates should be considered fair, just, and reasonable, accordingly.

An analysis of comparative

ATTACHMENT A
BY COMPETITOR

Residence Maximum Rate Comparison of Telecommunications Services provided by Competitor's in Arizona	Applicant's Arizona Tariff Liberty-Bell Telecom			Competitor #1 Arizona Tariff Cox		
	Charges & Rates (\$)	Section Number	Page Number	Charges & Rates (\$)	Section Number	Page Number
Product/Services						
Basic Local Service	*			\$13.00	3.1.2.2.(b)	61
Local Service Package with Features	\$60.00	4.2.2	70	\$29.95	3.1.2.2.C.2.	62.1
Service Connect Fee	\$55.00	4.1.1.a	67	\$40.00	3.1.2.(a)	60
Dispatch Call & Trouble isolated on cust. equip.	\$300.00	4.1.1.c	68	*		
Feature Change Order	\$28.50	4.1.1.a	67	\$10.00	3.1.2.(a)	60
Toll Restriction Fee Order	\$10.00	4.3.2	71	\$2.75	3.1.1.2.(c.1)	62
Transfer of Service (move order)	\$55.00	4.1.1.a	67	\$40.00	3.1.2.(a)	60
Restoration of Service	\$35.00	4.1.1.a	67	\$25.00	3.1.3.c.1	65
Directory Assistance	*			\$2.00	3.2.1	93
Miscellaneous Services & Rates						
Returned Check Charge (NSF)	*			*		
Listings						
Directory Listing Service - Primary Listing	\$0.00	3.4.1	64	\$0.00	3.4.6	99
Directory Listing Service - Non-Published	\$32.50	4.1.1.a	67	\$3.00	3.4.6	99
Primary Rate Interface (DS0) Service						
Month-to-month						
12 Months	n/a			n/a		
24 Months	n/a			n/a		
36 Months	n/a			n/a		
Long Distance						
Direct Dialed Station-to-Station (include all relevant billing elements used to make the comparison)	\$0.50	4.6	74	\$0.15	3.1.6	92.0.1

Residence Maximum Rate Comparison of Telecommunications Services provided by Competitor's in Arizona	Competitor #2 Arizona Tariff Qwest			Competitor #3 Arizona Tariff DPI-Teleconnect		
	Charges & Rates (\$)	Section Number	Page Number	Charges & Rates (\$)	Section Number	Page Number
Product/Services						
Basic Local Service	\$55.00	5.2.4.A.2	2	\$107.00	3.1.1.c.1.b	30
Local Service Package with Features	\$70.00	5.9.1.D.3f	136	*		
Service Connect Fee	\$200.00	5.2.5.A.[1]3	4	\$80.00	3.1.1.c.1.a	30
Dispatch Call & Trouble isolated on cust. equip.	\$170.00	13.2.D.4	14	*		
Feature Change Order	\$24.00	3.1.9.D.3	2	\$25.00	3.1.1.c.2.a	30
Toll Restriction Fee Order	\$6.00	110.4.2.B	2	*		
Transfer of Service (move order)	*			*		
Restoration of Service	*			\$40.00	3.1.1.c.1.a	30
Directory Assistance	\$1.15	6.2.4B.3.b	23	\$2.25	3.1.1.c.1.b	31
Miscellaneous Services & Rates						
Returned Check Charge (NSF)	*			*		
Listings						
Directory Listing Service - Primary Listing	*			\$0.00	3.2.6	31
Directory Listing Service - Non-Published	*			\$10.00	3.1.1.c.2.b	31
Primary Rate Interface (DS0) Service						
Month-to-month						
12 Months	n/a			n/a		
24 Months	n/a			n/a		
36 Months	n/a			n/a		
Long Distance						
Direct Dialed Station-to-Station (include all relevant billing elements used to make the comparison)	*			*		

* Fields not found in specific tariff.

ATTACHMENT B
BY COMPETITOR

Business Maximum Rate Comparison of Telecommunications Services provided by Competitor's in Arizona	Applicant's Arizona Tariff Liberty-Bell			Competitor #1 Arizona Tariff Cox		
	Charges & Rates (\$)	Section Number	Page Number	Charges & Rates (\$)	Section Number	Page Number
Product/Services						
Basic Local Service	*			\$30.00	3.1.2.(d.1)	62.3
Local Service Package with Features	\$60.00	4.2.1	69			
Service Connect Fee	\$55.00	4.1.1.a	67	\$50.00	3.1.2.a	60
Dispatch Call & Trouble isolated on cust. equip.	\$300.00	4.1.1.c	68	*		
Feature Change Order	\$30.00	4.1.1.a	67	\$10.00	3.1.2.(a)	60
Toll Restriction Fee Order	\$10.00	4.3.1	71	\$25.00	7.1.2	106
Transfer of Service (move order)	\$74.00	4.1.1.a	67	*		
Restoration of Service	\$60.00	4.1.1.a	67	\$25.00	3.1.2.a	60
Directory Assistance	*			\$2.00	3.2.1	93
Miscellaneous Services & Rates						
Returned Check Charge (NSF)	*					
Listings						
Directory Listing Service - Primary Listing	\$0.00	3.4.1	64	\$0.00	3.4.6	99
Directory Listing Service - Non-Published	\$38.00	4.1.1.a	67	\$5.00	3.4.6	99
Primary Rate Interface (DS0) Service						
Month-to-month						
12 Months						
24 Months						
36 Months						
Long Distance						
Direct Dialed Station-to-Station (include all relevant billing elements used to make the comparison)	\$0.50	4.6	74	\$0.15	3.1.6	92.0.1

Business Maximum Rate Comparison of Telecommunications Services provided by Competitor's in Arizona	Competitor #2 Arizona Tariff Qwest			Competitor #3 Arizona Tariff DPI-Teleconnect		
	Charges & Rates (\$)	Section Number	Page Number	Charges & Rates (\$)	Section Number	Page Number
Product/Services						
Basic Local Service				\$107.00	3.1.1.c.1.b	30
Local Service Package with Features	\$85.00	5.2.4.A.2	2			
Service Connect Fee	\$200.00	5.2.5.A(1)3.c	4	*		
Dispatch Call & Trouble isolated on cust. equip.	\$190.00	13.2.D.4	14	\$80.00	3.1.1.c.1.a	30
Feature Change Order	\$24.00	3.1.9.D.3	2	*		
Toll Restriction Fee Order	\$6.00	110.4.2.B	2	\$25.00	3.1.1.c.2.a	30
Transfer of Service (move order)	*			*		
Restoration of Service	*			\$80.00	3.1.1.c.1.a	30
Directory Assistance	\$1.15	6.2.4B.3.b	23	\$40.00	3.1.1.c.1.a	30
Miscellaneous Services & Rates						
Returned Check Charge (NSF)	*			\$2.25	3.1.1.c.1.b	31
Listings						
Directory Listing Service - Primary Listing	*			\$0.00	3.2.6	31
Directory Listing Service - Non-Published	*			\$10.00	3.1.1.c.2.b	31
Primary Rate Interface (DS0) Service						
Month-to-month						
12 Months						
24 Months						
36 Months						
Long Distance						
Direct Dialed Station-to-Station (include all relevant billing elements used to make the comparison)	*			*		

* Fields not found in specific tariff.

**ATTACHMENT C
BY STATE**

Residence Maximum Rate Comparison of Telecommunications Services provided by Applicant in other States	Applicant's Arizona Tariff Arizona			Applicant's Tariff (State #1) Idaho		
	Charges & Rates (\$)	Section Number	Page Number	Charges & Rates (\$)	Section Number	Page Number
Product/Services						
Basic Local Service	*			*		
Local Service Package with Features	\$60.00	4.2.2	70	\$36.89	4.2.2	68
Service Connect Fee	\$55.00	4.1.1.a	67	\$35.00	4.1.1.a	65
Dispatch Call & Trouble isolated on cust. equip.	\$300.00	4.1.1.c	68	\$149.00	4.1.1.c	66
Feature Change Order	\$28.50	4.1.1.a	67	\$8.50	4.1.1.a	65
Toll Restriction Fee Order	\$10.00	4.3.2	71	\$0.00	4.3.2	69
Transfer of Service (move order)	\$55.00	4.1.1.a	67	\$35.00	4.1.1.A	65
Restoration of Service	\$35.00	4.1.1.a	67	\$25.00	4.1.1.a	67
Directory Assistance						
Miscellaneous Services & Rates						
Returned Check Charge (NSF)	*			*		
Listings						
Directory Listing Service - Primary Listing	\$0.00	3.4.1	64	\$0.00	3.1.1	64
Directory Listing Service - Non-Published	\$32.50	4.1.1.a	67	\$12.50	4.1.1.B	65
Primary Rate Interface (DS0) Service						
Month-to-month						
12 Months	n/a			n/a		
24 Months	n/a			n/a		
36 Months	n/a			n/a		
Long Distance						
Direct Dialed Station-to-Station (include all relevant billing elements used to make the comparison)	\$0.50	4.6	74	\$0.07	4.6	72
Residence Maximum Rate Comparison of Telecommunications Services provided by Applicant in other States	Applicant's Tariff (State #2) Colorado			Applicant's Tariff (State #3) Nebraska		
	Charges & Rates (\$)	Section Number	Page Number	Charges & Rates (\$)	Section Number	Page Number
Product/Services						
Basic Local Service	\$14.50	4.3.1.B	72	*		
Local Service Package with Features	\$36.89	4.3.1.B	72	\$36.89	4.2.2	67
Service Connect Fee	\$35.00	4.1.8	66	\$35.00	4.1.1.A	64
Dispatch Call & Trouble isolated on cust. equip.	\$149.00	4.1.8	67	\$149.00	4.1.1.C	65
Feature Change Order	\$8.50	4.1.8	66	\$8.50	4.1.1.A	64
Toll Restriction Fee Order	\$2.00	4.3.3.C.1	76	\$0.00	4.3.1	68
Transfer of Service (move order)	\$35.00	4.1.8	66	\$35.00	4.1.1.A	64
Restoration of Service	\$25.00	4.1.3	64	\$25.00	4.1.1.B	64
Directory Assistance						
Miscellaneous Services & Rates						
Returned Check Charge (NSF)	\$20.00	4.1.4	64	*		
Listings						
Directory Listing Service - Primary Listing	\$0.00	3.1.3.L	49.1	\$0.00	3.2.2.D	57
Directory Listing Service - Non-Published	\$12.50	4.1.8	66	\$12.50	4.1.1.A	64
Primary Rate Interface (DS0) Service						
Month-to-month						
12 Months	n/a			n/a		
24 Months	n/a			n/a		
36 Months	n/a			n/a		
Long Distance						
Direct Dialed Station-to-Station (include all relevant billing elements used to make the comparison)	*	4.3.4.A	79	*		

* Fields not found in specific tariff.

ATTACHMENT D
BY STATE

Business Maximum Rate Comparison of Telecommunications Services provided by Applicant in other States	Applicant's Arizona Tariff			Applicant's Tariff (State #1) Idaho		
	Charges & Rates (\$)	Section Number	Page Number	Charges & Rates (\$)	Section Number	Page Number
Product/Services						
Basic Local Service	*			*		
Local Service Package with Features	\$60.00	4.2.2	70	\$34.99	4.2.1	67
Service Connect Fee	\$55.00	4.1.1.a	67	\$35.00	4.1.1.a	65
Dispatch Call & Trouble isolated on cust. equip.	\$300.00	4.1.1.c	68	\$149.00	4.1.1.c	66
Feature Change Order	\$30.00	4.1.1.a	67	\$10.00	4.1.1.a	65
Toll Restriction Fee Order	\$10.00	4.3.1	71	\$0.00	4.3.1	69
Transfer of Service (move order)	\$74.00	4.1.1.a	67	\$54.00	4.1.1.a	65
Restoration of Service	\$60.00	4.1.1.a	67	\$40.00	4.1.1.B	65
Directory Assistance	*			*		
Miscellaneous Services & Rates						
Returned Check Charge (NSF)	*			*		
Listings						
Directory Listing Service - Primary Listing	\$0.00	3.4.1	64	\$0.00	3.1.1	64
Directory Listing Service - Non-Published	\$38.00	4.1.1.a	67	\$18.00	4.1.1.a	65
Primary Rate Interface (DS0) Service						
Month-to-month						
12 Months	n/a			n/a		
24 Months	n/a			n/a		
36 Months	n/a			n/a		
Long Distance						
Direct Dialed Station-to-Station (include all relevant billing elements used to make the comparison)	\$0.50	4.6	74	\$0.07	4.6	72
Business Maximum Rate Comparison of Telecommunications Services provided by Applicant in other States	Applicant's Tariff (State #2) Colorado			Applicant's Tariff (State #3) Nebraska		
	Charges & Rates (\$)	Section Number	Page Number	Charges & Rates (\$)	Section Number	Page Number
Product/Services						
Basic Local Service	\$30.00	4.3.3.A	70	*		
Local Service Package with Features	\$34.99	4.3.3.A	70	\$34.99	4.2.1	66
Service Connect Fee	\$35.00	4.1.8	66	\$35.00	4.1.1.A	64
Dispatch Call & Trouble isolated on cust. equip.	\$149.00	4.1.8	67	\$149.00	4.1.1.C	65
Feature Change Order	\$10.00	4.1.8	66	\$10.00	4.1.1.A	64
Toll Restriction Fee Order	\$5.00	4.3.3.C.1	76	\$0.00	4.3.1	68
Transfer of Service (move order)	\$54.00	4.1.8	66	\$54.00	4.1.1.A	64
Restoration of Service	\$40.00	4.1.3	64	\$40.00	4.1.1.B	64
Directory Assistance						
Miscellaneous Services & Rates						
Returned Check Charge (NSF)	\$20.00	4.1.4	64	*		
Listings						
Directory Listing Service - Primary Listing	\$0.00	3.1.3.L	49.1	\$0.00	3.2.2.D	57
Directory Listing Service - Non-Published	\$18.00	4.1.8	66	\$18.00	4.1.1.A	64
Primary Rate Interface (DS0) Service						
Month-to-month						
12 Months	n/a			n/a		
24 Months	n/a			n/a		
36 Months	n/a			n/a		
Long Distance						
Direct Dialed Station-to-Station (include all relevant billing elements used to make the comparison)	*	4.3.4.A	79	*		

* Fields not found in specific tariff.

STAFF'S FIRST SET OF DATA REQUESTS FOR
LIBERTY-BELL TELECOM, LLC.
DOCKET NO. T-20752A-10-0307

PJG 1-7

Please identify all other states/jurisdictions in which the Company or an affiliate provides telecommunications services. Please specify, in the attached matrix format, the tariff rates and charges that the Company and/or affiliate charges for telecommunications services in these other jurisdictions. If there is a difference between the tariff rates and charges that the Company will charge in Arizona and the tariff rates and charges that the Company and/or affiliate charges in other jurisdictions for telecommunications services; please explain why you are charging different tariff rates and charges in Arizona. The material you provide should enable Staff to determine whether these tariff rates and charges are comparable to the tariff rates and charges charged in other jurisdictions. If this information has already been provided in an earlier data response, please specify as such. *(See Attachments C & D – By State) (For the Applicant's ease, an excel file can be provided by contacting Pamela Genung at pgenung@azcc.gov).*

Response:

The Company currently provides services primarily in the State of Colorado, while serving a limited subscriber base in New Mexico and Utah. Liberty-Bell Telecom, LLC's rates in each state are the same as those appearing in the Company's proposed Arizona tariff, Arizona C.C. Tariff No. 1 with the exception of New Mexico and Utah which were inherited rates as part of a previous acquisition by Liberty-Bell. Such rates reflect the underlying cost of Company's service and reasonable return as noted in the Company's response to PJG 1-6.

MEMORANDUM

TO: Docket Control

FROM: Steven M. Olea
Director
Utilities Division

DATE: March 4, 2011

RE: IN THE MATTER OF THE APPLICATION OF LIBERTY-BELL TELECOM, LLC FOR APPROVAL OF A CERTIFICATE OF CONVENIENCE AND NECESSITY TO PROVIDE RESOLD LONG DISTANCE, RESOLD LOCAL EXCHANGE AND FACILITIES-BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES (DOCKET NO. T-20752A-10-0307)

Attached is the Staff Report for the above Application requesting approval for a Certificate of Convenience and Necessity ("CC&N") to provide the following services:

- Resold Long Distance Telecommunications Services
- Resold Local Exchange Telecommunications Services
- Facilities-Based Local Exchange Telecommunications Services

Staff is recommending approval of the Application with conditions.

SMO:PJG:red

Originator: Pamela J. Genung

Attachment: Original and Thirteen copies

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LEGAL DIV.
ARIZ. CORPORATION COMMISSION



SERVICE LIST FOR: LIBERTY-BELL TELECOM, LLC
DOCKET NO. T-20752A-10-0307

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Ms. Lyn Farmer
Chief Administrative Law Judge, Hearing Division
Arizona Corporation Commission
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STAFF REPORT
UTILITIES DIVISION
ARIZONA CORPORATION COMMISSION

LIBERTY-BELL TELECOM, LLC

DOCKET NO. T-20752A-10-0307

IN THE MATTER OF THE APPLICATION OF LIBERTY- BELL TELECOM, LLC FOR
APPROVAL OF A CERTIFICATE OF CONVENIENCE AND NECESSITY TO PROVIDE
RESOLD LONG DISTANCE, RESOLD LOCAL EXCHANGE AND FACILITIES-BASED
LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

MARCH 4, 2011

STAFF ACKNOWLEDGMENT

The Staff Report for Liberty-Bell Telecom, LLC, Docket No. T-20752A-10-0307, was the responsibility of the Staff member listed below. Pamela J. Genung was responsible for the review and analysis of the Liberty-Bell Telecom, LLC Application for a Certificate of Convenience and Necessity to provide Resold Long Distance, Resold Local Exchange, and Facilities-Based Local Exchange Telecommunications Services within the State of Arizona, in addition to the petition for a determination that its proposed services should be classified as competitive.

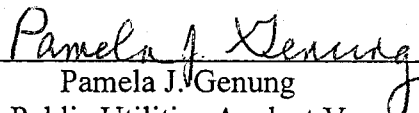

Pamela J. Genung
Public Utilities Analyst V

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ATTACHMENT

States in Which Liberty-Bell Is Currently Certificated	Attachment A
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1. INTRODUCTION

On July 22, 2010, Liberty-Bell Telecom, LLC ("Liberty-Bell" or "Applicant" or "Company") filed an Application for a Certificate of Convenience and Necessity ("CC&N") to provide resold long distance, resold local exchange, and facilities-based local exchange telecommunications services within the State of Arizona. The Applicant also petitioned the Arizona Corporation Commission ("Commission") for a determination that its proposed services should be classified as competitive. On July 22, 2010, Liberty-Bell submitted a proposed tariff for the services it is requesting the authority to provide.

On November 22, 2010, Liberty-Bell filed a Notification of Acquisition of Interest of Liberty-Bell, LLC, the parent entity, by DISH Media Holdings Corporation. Liberty-Bell asserted in the Notification that the proposed acquisition will not in any way impact Liberty-Bell, LLC's wholly owned subsidiary, Liberty-Bell Telecom, LLC whose Application for a CC&N is currently pending, or Liberty-Bell Telecom, LLC's ongoing operations.

On January 5, 2011, Staff issued its First Set of Data Requests to Liberty-Bell. On January 14, 2011, Liberty-Bell filed an amended and restated Attachment A to its Application. Responses to Staff's First Set of Data Requests were received from Liberty-Bell on January 20, 2011.

Staff's review of this Application addresses the overall fitness of the Applicant to receive a CC&N. Staff's analysis also considers whether the Applicant's services should be classified as competitive and if the Applicant's initial rates are just and reasonable.

2. TECHNICAL CAPABILITY TO PROVIDE THE REQUESTED SERVICES

The Applicant is currently providing competitive local exchange and interexchange services in the states of Colorado, New Mexico, and Utah. Liberty-Bell indicated in its Application that it is currently authorized to offer competitive telecommunications services similar to services it intends to offer in Arizona in six additional states/jurisdictions, as listed in Attachment A. Staff contacted the Public Utility Commissions in those six states/jurisdictions to determine if Liberty-Bell is certificated or registered to provide competitive local exchange and interexchange telecommunications services in the states listed by the Applicant. Staff also inquired whether there were any consumer complaints filed against the Applicant. The information Staff obtained indicates that Liberty-Bell is authorized to provide local exchange and interexchange services in all six states/jurisdictions and there have been no consumer complaints filed against Liberty-Bell in any of those six states/jurisdictions.

The three members of the senior management team average over eighteen years experience each in the telecommunications industry. Liberty-Bell indicated in its Application that, as of July 15, 2010, Liberty-Bell employed thirty-three employees on a full-time basis and currently supports 10,000 existing clients.

In response to Staff Data Request PJG1-4, Liberty-Bell stated that it plans to provide customer service to its Arizona subscribers from its Iowa and Colorado customer service centers. Liberty-Bell intends to serve its facilities-based Arizona customers by obtaining facilities from Qwest Corporation under the UNE-Platform replacement product. Any maintenance and repair issues would be addressed by Qwest and coordinated with Liberty-Bell's qualified technical staff based in Iowa and Colorado. Liberty-Bell does not plan to maintain employees in Arizona.

Based on the above information, Staff believes Liberty-Bell possesses the technical capabilities to provide the services it is requesting the authority to provide in Arizona.

3. FINANCIAL CAPABILITY TO PROVIDE THE REQUESTED SERVICES

The Applicant provided unaudited financial statements of Liberty-Bell Telecom, LLC for the two years ending December 31, 2008 and December 31, 2009. The financial statements for year ending 2008 list total assets of \$6,659,102; total equity of \$3,385,447 and a net income of \$1,921,926. The financial statements for year ending 2009 list total assets of \$7,415,350, total equity of \$4,194,303, and a net income of \$808,857. The Applicant did not provide notes related to the financial statements.

The Applicant stated in its proposed tariff (reference Section 2.5 of Liberty-Bell Telecom, LLC's proposed Arizona C.C. Tariff No. 1) that it does not require advances, deposits and prepayments.

The Commission's current performance bond or irrevocable sight draft Letter of Credit ("ISDLOC") requirements are \$10,000 for resold long distance (for those resellers who collect advances, prepayments, deposits, or are offering prepaid calling services), \$25,000 for resold local exchange, \$100,000 for facilities-based long distance, and \$100,000 for facilities-based local exchange services. Since the Applicant is requesting a CC&N for resold long distance, resold local exchange, and facilities-based local exchange telecommunications service, the minimum amount of a performance bond or an ISDLOC would be \$125,000. The performance bond or ISDLOC coverage needs to increase in increments equal to 50 percent of the total minimum performance bond or ISDLOC amount when the total amount of the advances, deposits, and prepayments is within 10 percent of the total minimum performance bond or ISDLOC amount. Further, measures should be taken to ensure that the Applicant will not discontinue service to its customers without first complying with Arizona Administrative Code ("A.A.C.") R14-2-1107.

To that end, Staff recommends that the Applicant procure either a performance bond or an ISDLOC equal to \$125,000. The minimum performance bond or ISDLOC amount of \$125,000 should be increased if at any time it would be insufficient to cover advances, deposits, and/or prepayments collected from the Applicant's customers. The performance bond or ISDLOC amount should be increased in increments of \$62,500. This increase should occur when the total amount of the advances, deposits, and prepayments is within \$12,500 of the performance bond or ISDLOC amount. If the Applicant desires to discontinue service, it must

file an Application with the Commission pursuant to A.A.C. R14-2-1107. Additionally, the Applicant must notify each of its customers and the Commission 60 days prior to filing an Application to discontinue service. Failure to meet this requirement could result in forfeiture of the Applicant's performance bond or ISDLOC.

Staff further recommends that proof of the above mentioned performance bond or ISDLOC be docketed within 30 days of the effective date of a Decision in this matter. The original performance bond or ISDLOC should be filed with the Commission's Business Office and copies of the performance bond or ISDLOC with Docket Control, as a compliance item in this docket. The Commission may draw on the performance bond or ISDLOC, on behalf of, and for the sole benefit of the Company's customers, if the Commission finds, in its discretion, that the Company is in default of its obligations arising from its Certificate. The Commission may use the performance bond or ISDLOC funds, as appropriate, to protect the Company's customers and the public interest and take any and all actions the Commission deems necessary, in its discretion, including, but not limited to returning prepayments or deposits collected from the Company's customers.

4. ESTABLISHING RATES AND CHARGES

The Applicant would initially be providing service in areas where an incumbent local exchange carrier ("ILEC"), along with various competitive local exchange carriers ("CLECs") and interexchange carriers are providing telephone service. Therefore, the Applicant would have to compete with those providers in order to obtain subscribers to its services. The Applicant would be a new entrant and would face competition from both an incumbent provider and other competitive providers in offering service to its potential customers. Therefore, the Applicant would generally not be able to exert market power. Thus, the competitive process should result in rates that are just and reasonable.

Both an initial rate (the actual rate to be charged) and a maximum rate must be listed for each competitive service offered, provided that the rate for the service is not less than the Company's total service long-run incremental cost of providing the service pursuant to A.A.C. R14-2-1109.

The rates proposed by this filing are for competitive services. In general, rates for competitive services are not set according to rate of return regulation. Staff obtained information from the Company indicating that its fair value rate base is zero. Accordingly, the Company's fair value rate base is too small to be useful in a fair value analysis. Liberty-Bell has submitted proposed tariff pages reflecting the rates that Liberty-Bell will be charging for its interexchange and local exchange services. Liberty-Bell has also provided additional rate comparison information of other competitive local exchange carriers in the State of Arizona. Staff has reviewed the proposed rates and believes they are comparable to the rates charged by competitive local carriers and local incumbent carriers operating in the State of Arizona. Therefore, while Staff considered the fair value rate base information submitted by the

Company, the fair value rate base information provided should not be given substantial weight in this analysis.

5. LOCAL EXCHANGE CARRIER SPECIFIC ISSUES

Issues related to the provision of Local Exchange service are discussed below.

5.1 Number Portability

The Commission has adopted rules to address number portability in a competitive telecommunications services market. Local exchange competition may not be vigorous if customers, especially business customers, must change their telephone numbers to take advantage of a competitive local exchange carrier's service offerings. Consistent with federal laws, federal rules and A.A.C. R14-2-1308(A), the Applicant shall make number portability available to facilitate the ability of a customer to switch between authorized local carriers within a given wire center without changing their telephone number and without impairment to quality, functionality, reliability or convenience of use.

5.2 Provision of Basic Telephone Service and Universal Service

The Commission has adopted rules to address universal telephone service in Arizona. A.A.C. R14-2-1204(A) indicates that all telecommunications service providers that interconnect into the public switched network shall provide funding for the Arizona Universal Service Fund ("AUSF"). The Applicant will make the necessary monthly payments required by A.A.C. R14-2-1204(B).

5.3 Quality of Service

Staff believes that the Applicant should be ordered to abide by the quality of service standards that were approved by the Commission for Qwest (f/k/a USWC) in Docket No. T-01051B-93-0183 (Decision No. 59421). Because the penalties developed in that docket were initiated because Qwest's level of service was not satisfactory and the Applicant does not have a similar history of service quality problems, Staff does not recommend that those penalties apply to the Applicant. In the competitive market that the Applicant wishes to enter, the Applicant generally will have no market power and will be forced to provide a satisfactory level of service or risk losing its customers. Therefore, Staff believes that it is unnecessary to subject the Applicant to those penalties at this time.

5.4 Access to Alternative Local Exchange Service Providers

Staff expects that there will be new entrant providers of local exchange service who will install the plant necessary to provide telephone service to, for example, a residential subdivision or an industrial park much like existing local exchange companies do today. There may be areas where the Applicant installs the only local exchange service facilities. In the interest of

providing competitive alternatives to the Applicant's local exchange service customers, Staff recommends that the Applicant be prohibited from barring access to alternative local exchange service providers who wish to serve such areas. This way, an alternative local exchange service provider may serve a customer if the customer so desires. Access to other providers should be provided pursuant to the provisions of the 1996 Telecommunications Act, the rules promulgated there under and Commission rules on interconnection and unbundling.

5.5 911 Service

The Commission has adopted rules to address 911 and E911 services in a competitive telecommunications services market. The Applicant has certified that in accordance with A.A.C. R14-2-1201(6)(d) and Federal Communications Commission 47 CFR Sections 64.3001 and 64.3002, it will provide all customers with 911 and E911 service, where available, or will coordinate with ILECs and emergency service providers to provide 911 and E911 service.

5.6 Custom Local Area Signaling Services

Consistent with past Commission decisions, the Applicant may offer Caller ID provided that per call and line blocking, with the capability to toggle between blocking and unblocking the transmission of the telephone number, are provided as options to which customers could subscribe with no charge. Also, Last Call Return service that will not return calls to telephone numbers that have the privacy indicator activated, indicating that the number has been blocked, must be offered.

6. REVIEW OF COMPLAINT INFORMATION

The Applicant has not had an Application for authority to provide service denied in any state. The Consumer Services Section of the Utilities Division reports that there have been no complaints, inquiries, or opinions filed against Liberty-Bell through February 7, 2011. In addition, Consumer Services reports that Liberty-Bell is in good standing with the Corporations Division of the Commission.

A search of the Federal Communications Commission's ("FCC") website reveals a Consent Decree resolving a matter between the Enforcement Bureau of the FCC and Liberty-Bell Telecom, LLC, and an Order, released December 14, 2010 by the FCC. The Consent Decree terminates a Bureau investigation into possible violations of the Communications Act of 1934 by reaching a final settlement agreement by which all issues were concluded.¹

The Applicant indicated that none of its officers, directors or partners have been convicted of any criminal acts in the past ten (10) years. The Applicant also indicated that none of its officers, directors or partners have been involved in any civil or criminal investigations, or any informal complaints. In its Application, Liberty-Bell stated that it is a party to a Qwest

¹ FCC DA 10-2248, Adopted: December 14, 2010; Released: December 14, 2010.

Communications Corporation ("QCC") Complaint proceeding filed in Colorado. QCC alleged that a number of Colorado competitive local exchange carriers ("CLECs") have violated Colorado statutes and regulations by providing intrastate switched access services to QCC's competitors pursuant to unfiled, off-tariff agreements and, therefore, have subjected QCC to unjust and unreasonable rate discrimination. A Hearing in this matter has not yet been held.

7. COMPETITIVE SERVICES ANALYSIS

The Applicant has petitioned the Commission for a determination that the services it is seeking to provide should be classified as competitive.

7.1 Competitive Services Analysis for Local Exchange Services

7.1.1 A description of the general economic conditions that exist which make the relevant market for the service one that is competitive.

The local exchange market that the Applicant seeks to enter is one in which a number of new CLECs have been authorized to provide local exchange service. Nevertheless, ILECs hold a virtual monopoly in the local exchange service market. At locations where ILECs provide local exchange service, the Applicant will be entering the market as an alternative provider of local exchange service and, as such, the Applicant will have to compete with those companies in order to obtain customers. In areas where ILECs do not serve customers, the Applicant may have to convince developers to allow it to provide service to their developments.

7.1.2 The number of alternative providers of the service.

Qwest and various independent LECs are the primary providers of local exchange service in the State. Several CLECs and local exchange resellers are also providing local exchange service.

7.1.3 The estimated market share held by each alternative provider of the service.

Since Qwest and the independent LECs are the primary providers of local exchange service in the State, they have a large share of the market. Since the CLECs and local exchange resellers have only recently been authorized to offer service, they have limited market share.

7.1.4 The names and addresses of any alternative providers of the service that are also affiliates of the telecommunications Applicant, as defined in A.A.C. R14-2-801.

None.

7.1.5 The ability of alternative providers to make functionally equivalent or substitute services readily available at competitive rates, terms and conditions.

ILECs have the ability to offer the same services that the Applicant has requested in their respective service territories. Similarly many of the CLECs and local exchange resellers also offer substantially similar services.

7.1.6 Other indicators of market power, which may include growth and shifts in market share, ease of entry and exit, and any affiliation between and among alternative providers of the service(s).

The local exchange service market is:

- a. One in which ILECs own networks that reach nearly every residence and business in their service territories and which provide them with a virtual monopoly over local exchange service. New entrants are also beginning to enter this market.
- b. One in which new entrants will be dependent upon ILECs:
 - 1. To terminate traffic to customers.
 - 2. To provide essential local exchange service elements until the entrant's own network has been built.
 - 3. For interconnection.
- c. One in which ILECs have had an existing relationship with their customers that the new entrants will have to overcome if they want to compete in the market and one in which new entrants do not have a long history with any customers.
- d. One in which most customers have few, if any choices since there is generally only one provider of local exchange service in each service territory.
- e. One in which the Applicant will not have the capability to adversely affect prices or restrict output to the detriment of telephone service subscribers.

7.2 Competitive Services Analysis for Interexchange Services

7.2.1 A description of the general economic conditions that exist, which makes the relevant market for the service one that, is competitive.

The interexchange market that the Applicant seeks to enter is one in which numerous facilities-based and resold interexchange carriers have been authorized to provide service throughout the State. The Applicant will be a new entrant in this market and, as such, will have to compete with those companies in order to obtain customers.

7.2.2 The number of alternative providers of the service.

There are a large number of facilities-based and resold interexchange carriers providing both interLATA and intraLATA interexchange service throughout the State. In addition, various ILECs provide intraLATA interexchange service in many areas of the State.

7.2.3 The estimated market share held by each alternative provider of the service.

The large facilities-based interexchange carriers (AT&T, Sprint, MCI WorldCom, etc.) hold a majority of the interLATA interexchange market, and the ILECs provide a large portion of the intraLATA interexchange market. Numerous other interexchange carriers have a smaller part of the market and one in which new entrants do not have a long history with any customers.

7.2.4 The names and addresses of any alternative providers of the service that are also affiliates of the telecommunications Applicant, as defined in A.A.C. R14-2-801.

None.

7.2.5 The ability of alternative providers to make functionally equivalent or substitute services readily available at competitive rates, terms and conditions.

Both facilities-based and resold interexchange carriers have the ability to offer the same services that the Applicant has requested in their respective service territories. Similarly many of the ILECs offer similar intraLATA toll services.

7.2.6 Other indicators of market power, which may include growth and shifts in market share, ease of entry and exit, and any affiliation between and among alternative providers of the service(s).

The interexchange service market is:

- a. One with numerous competitors and limited barriers to entry.
- b. One in which established interexchange carriers have had an existing relationship with their customers that the new entrants will have to overcome if they want to compete in the market.
- c. One in which the Applicant will not have the capability to adversely affect prices or restrict output to the detriment of telephone service subscribers.

8. RECOMMENDATIONS

The following sections contain Staff recommendations on the Application for a CC&N and the Applicant's petition for a Commission determination that its proposed services should be classified as competitive.

8.1 Recommendations on the Application for a CC&N

Staff recommends that Applicant's Application for a CC&N to provide intrastate telecommunications services, as listed in this Report, be granted. In addition, Staff further recommends:

1. That the Applicant complies with all Commission Rules, Orders and other requirements relevant to the provision of intrastate telecommunications services;
2. That the Applicant abides by the quality of service standards that were approved by the Commission for Qwest in Docket No. T-01051B-93-0183;
3. That the Applicant be prohibited from barring access to alternative local exchange service providers who wish to serve areas where the Applicant is the only provider of local exchange service facilities;
4. That the Applicant be required to notify the Commission immediately upon changes to the Applicant's name, address or telephone number;
5. That the Applicant cooperate with Commission investigations including, but not limited to customer complaints;

6. The rates proposed by this filing are for competitive services. In general, rates for competitive services are not set according to rate of return regulation. Staff obtained information from the Company and has determined that its fair value rate base is zero. Staff has reviewed the rates to be charged by the Applicant and believes they are just and reasonable as they are comparable to other competitive local carriers and local incumbent carriers offering service in Arizona and comparable to the rates the Applicant charges in other jurisdictions. The rate to be ultimately charged by the Company will be heavily influenced by the market. Therefore, while Staff considered the fair value rate base information submitted by the Company, the fair value information provided was not given substantial weight in this analysis;
7. If at some future date, the Applicant wants to collect advances, deposits and/or prepayments from its interexchange or local service customers, Staff recommends that the Applicant be required to file an Application with the Commission for Commission approval. Such Application must reference the decision in this docket and must explain the Applicant's plans for procuring its performance bond or ISDLOC;
8. That the Applicant offer Caller ID with the capability to toggle between blocking and unblocking the transmission of the telephone number at no charge;
9. That the Applicant offer Last Call Return service that will not return calls to telephone numbers that have the privacy indicator activated;
10. That the Commission authorize the Applicant to discount its rates and service charges to the marginal cost of providing the services;

Staff further recommends that the Applicant be ordered to comply with the following. If it does not do so, the Applicant's CC&N shall be null and void after due process.

1. The Applicant shall docket conforming tariffs pages for each service within its CC&N within 365 days from the date of an Order in this matter or 30 days prior to providing service, whichever comes first. The tariffs submitted shall coincide with the Application.
2. The Applicant shall:
 - a. Procure either a performance bond or an ISDLOC equal to \$125,000. The minimum performance bond or ISDLOC amount of \$125,000 should be increased if at any time it would be insufficient to cover advances, deposits, and/or prepayments collected from the Applicant's customers. The performance bond or ISDLOC amount should be increased in increments of \$62,500. This increase should occur when the total amount

of the advances, deposits, and prepayments is within \$12,500 of the performance bond or ISDLOC amount.

- b. Docket proof of the original performance bond or ISDLOC with the Commission's Business Office and copies of the performance bond or ISDLOC with Docket Control, as a compliance item in this docket, within 30 days of the effective date of a Decision in this matter. The performance bond or ISDLOC must remain in effect until further order of the Commission. The Commission may draw on the performance bond or ISDLOC, on behalf of, and for the sole benefit of the Company's customers, if the Commission finds, in its discretion, that the Company is in default of its obligations arising from its Certificate. The Commission may use the performance bond or ISDLOC funds, as appropriate, to protect the Company's customers and the public interest and take any and all actions the Commission deems necessary, in its discretion, including, but not limited to returning prepayments or deposits collected from the Company's customers.

3. Abide by the Commission adopted rules that address Universal Service in Arizona. A.A.C. R14-2-1204(A) indicates that all telecommunications service providers that interconnect into the public switched network shall provide funding for the Arizona Universal Service Fund ("AUSF"). The Applicant will make the necessary monthly payments required by A.A.C. R14-2-1204(B).

8.2 Recommendation on the Applicant's Petition to Have Its Proposed Services Classified as Competitive

Staff believes that the Applicant's proposed services should be classified as competitive. There are alternatives to the Applicant's services. The Applicant will have to convince customers to purchase its services, and the Applicant has no ability to adversely affect the local exchange or interexchange service markets. Therefore, the Applicant currently has no market power in the local exchange service market where alternative providers of telecommunications services exist. Staff therefore recommends that the Applicant's proposed services be classified as competitive.

Attachment A

The following are the states/jurisdictions in which Liberty-Bell is currently certificated to provide competitive telecommunications services:

1. Colorado
2. Montana
3. New Mexico
4. North Dakota
5. Utah
6. Washington

Before the
Federal Communications Commission
Washington, D.C. 20554

In the Matter of

Liberty-Bell Telecom, LLC

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File No. EB-10-IH-3832

Acct. No. 201132080016

FRN No. 0010436087

ORDER

Adopted: December 14, 2010

Released: December 14, 2010

By the Chief, Enforcement Bureau:

1. In this Order, we adopt the attached Consent Decree entered into between the Enforcement Bureau of the Federal Communications Commission ("Bureau") and Liberty-Bell Telecom, LLC ("Liberty-Bell"). The Consent Decree terminates a Bureau investigation into Liberty-Bell for possible violations of section 214(a) of the Communications Act of 1934, as amended ("Act"),¹ and sections 63.01, 63.03, 63.04, 63.18 and 63.24 of the Commission's rules.²

2. The Bureau and Liberty-Bell have negotiated the terms of a Consent Decree that resolves this matter. A copy of the Consent Decree is attached hereto and incorporated by reference.

3. After reviewing the terms of the Consent Decree and evaluating the facts before us, we find that the public interest would be served by adopting the Consent Decree and terminating the investigation.

4. In the absence of material new evidence relating to this matter, we conclude that our investigation raises no substantial or material questions of fact as to whether Liberty-Bell possesses the basic qualifications, including those related to character, to hold or obtain any Commission license or authorization.

5. Accordingly, **IT IS ORDERED** that, pursuant to section 4(i) of the Act,³ and sections 0.111 and 0.311 of the Commission's rules,⁴ the Consent Decree attached to this Order **IS ADOPTED**.

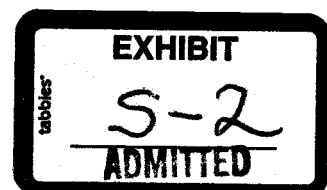
6. **IT IS FURTHER ORDERED** that the above-captioned investigation **IS TERMINATED**.

¹ 47 U.S.C. § 214(a).

² 47 C.F.R. §§ 63.01, 63.03, 63.04, 63.18 and 63.24.

³ 47 U.S.C. § 154(i).

⁴ 47 C.F.R. §§ 0.111, 0.311.



7. **IT IS FURTHER ORDERED** that a copy of this Order and Consent Decree shall be sent by first class mail and certified mail, return receipt requested, to Edward S. Quill, Jr., Strategies Law Group, PLLC, 1002 Parker Street, Falls Church, Virginia 22046.

FEDERAL COMMUNICATIONS COMMISSION

P. Michele Ellison
Chief, Enforcement Bureau

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In the Matter of)	File No. EB-10-IH-3832
)	
)	Acct. No. 201132080016
Liberty-Bell Telecom, LLC)	
)	FRN No. 0010436087
)	
)	

1. The Enforcement Bureau of the Federal Communications Commission and Liberty-Bell Telecom, LLC, by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Enforcement Bureau's investigation of Liberty-Bell's conduct for possible violations of section 214(a) of the Communications Act of 1934, as amended,⁵ and sections 63.01, 63.03, 63.04, 63.18 and 63.24 of the rules,⁶ regarding authority to offer international common carrier communications services, and four transactions, including a substantial transfer of control of domestic section 214 authority, two substantial assignments of international section 214 authority, and a *pro forma* transfer of control of international section 214 authority.

2. For the purposes of this Consent Decree, the following definitions shall apply:

- (a) "Act" means the Communications Act of 1934, as amended, 47 U.S.C. § 151 *et seq.*
- (b) "Adopting Order" or "Order" means an order of the Bureau adopting the terms of this Consent Decree without change, addition, deletion or modification.
- (c) "Bureau" means the Enforcement Bureau of the Federal Communications Commission.
- (d) "Commission" or "FCC" means the Federal Communications Commission and all of its bureaus and offices.
- (e) "Compliance Plan" means the program described in this Consent Decree at paragraph 9.
- (f) "Effective Date" means the date on which the Bureau releases the Adopting Order.

⁵ 47 U.S.C. § 214(a).

⁶ 47 C.F.R. §§ 63.01, 63.03, 63.04, 63.18 and 63.24.

(g) "Investigation" means the Bureau's investigation regarding whether Liberty-Bell violated section 214(a) of the Act and sections 63.01, 63.03, 63.04, 63.18 and 63.24 of the rules by (a) engaging in the unauthorized provision of international common carrier services, (b) completing substantial transfers of control and substantial assignments of section 214 authority without the requisite prior approval of the Commission, (c) failing to accurately disclose ownership information (including Nigel Alexander's ownership) in its applications relating to such transfers of control and assignments and for initial international section 214 authority, and (d) failing to timely notify the Commission of a *pro forma* transfer of control of section 214 authority.

(h) "Parties" means Liberty-Bell Telecom, LLC and the Enforcement Bureau of the Federal Communications Commission, and each a "Party."

(i) "Rules" means the Commission's regulations found in Title 47 of the Code of Federal Regulations.

(j) "Liberty-Bell" or the "Company" means Liberty-Bell Telecom, LLC and its predecessors-in-interest and successors-in-interest.

II. BACKGROUND

3. Section 214(a) of the Act prohibits the construction, operation, or acquisition of lines for interstate or international common carrier communication without Commission authorization.⁷ Sections 63.18 and 63.24 of the Rules establish similar prohibitions regarding the provision of international common carrier service, and sections 63.01, 63.03 and 63.04 of the Rules establish similar provisions for the provision of domestic service.⁸ Section 63.24(f) provides that while *pro forma* transfers of control and assignments of international section 214 authority do not require Commission approval prior to consummation, the Commission must be notified no later than thirty days after the *pro forma* transaction is completed.⁹ This notification must provide information specified in the section 63.24(f)(2).¹⁰

4. Liberty-Bell is a non-facilities based reseller of domestic and international common carrier services. On September 13, 2006, Liberty-Bell was acquired by Multi-Link Telecom, LLC (later renamed Liberty-Bell, LLC). More than 43 months elapsed before Liberty-Bell applied for authorization for that transaction on May 6, 2010 (with respect to domestic section 214 authority) and May 24, 2010 (with respect to international section 214 authority). On October 17, 2008, Liberty-Bell consummated the assignment of customer assets from Affinity Telecom, Inc. Liberty-Bell filed an application for international section 214 authority nineteen months later on May 24, 2010. On September 24, 2009, Liberty-Bell consummated the assignment of customer assets from Impact Telecom, LLC. It filed an application for international section 214 authority eight months later on May 24, 2010. On September 21, 2009, Liberty-Bell consummated a *pro forma* transfer of control when the equity holdings of Nigel Alexander were reduced from fifty-six percent to forty-nine percent. Liberty-Bell informed the Commission of this *pro forma* transaction seven months later on May 24, 2010.

⁷ 47 U.S.C. § 214(a).

⁸ 47 C.F.R. §§ 63.01, 63.03, 63.04, 63.18 and 63.24.

⁹ 47 C.F.R. § 63.24(f).

¹⁰ 47 C.F.R. § 63.24(f)(2).

III. TERMS OF AGREEMENT

5. **Adopting Order.** The Parties agree that the provisions of this Consent Decree shall be subject to final approval by the Bureau by incorporation of such provisions by reference in the Adopting Order without change, addition, modification, or deletion.

6. **Jurisdiction.** Liberty-Bell agrees that the Bureau has jurisdiction over it and the matters contained in this Consent Decree, and has the authority to enter into and adopt this Consent Decree.

7. **Effective Date; Violations.** The Parties agree that this Consent Decree shall become effective on the Effective Date. Upon release, the Adopting Order and this Consent Decree shall have the same force and effect as any other order of the Bureau. Any violation of the Adopting Order or of the terms of this Consent Decree shall constitute a separate violation of a Bureau order, entitling the Bureau to exercise any rights and remedies attendant to the enforcement of a Bureau order.

8. **Termination of Investigation.** In express reliance on the covenants and representations in this Consent Decree and to avoid further expenditure of public resources, the Bureau agrees to terminate its Investigation on the Effective Date. In consideration for the termination of the Investigation, Liberty-Bell agrees to the terms, conditions, and procedures contained herein. The Bureau further agrees that in the absence of new material evidence, the Bureau will not use the facts developed in the Investigation through the Effective Date of the Consent Decree, or the existence of this Consent Decree, to institute, on its own motion, or refer to the Commission any new proceeding, formal or informal, or take on its own motion or refer to the Commission, any action against Liberty-Bell concerning the matters that were the subject of the Investigation. The Bureau also agrees that in the absence of new material evidence it will not use the facts developed in the Investigation through the Effective Date of this Consent Decree, or the existence of this Consent Decree, to institute on its own motion any proceeding, formal or informal, or to take on its own motion or refer to the Commission, any action against Liberty-Bell with respect to Liberty-Bell's basic qualifications, including its character qualifications to be a Commission licensee or to hold Commission authorizations.

9. **Compliance Plan.** Liberty-Bell agrees that it will implement a comprehensive Compliance Plan for purposes of ensuring its compliance with sections 214(a) of the Act and sections 63.01, 63.03, 63.04, 63.18 and 63.24 of the Rules. The Compliance Plan shall include, at a minimum, the following components:

(a) **Compliance Officer.** Within 60 calendar days of the Effective Date, Liberty-Bell will designate a Compliance Officer who will administer the Compliance Plan, supervise Liberty-Bell's compliance with the Act and the Rules, and serve as the point of contact on behalf of Liberty-Bell for all FCC-related compliance matters.

(b) **Compliance Manual.** Within 60 calendar days of the Effective Date, the Compliance Officer will develop and distribute a Compliance Manual to employees and others who perform duties at Liberty-Bell that trigger or may trigger compliance-related responsibilities. The Compliance Manual will include (i) an overview of the Commission's requirements, including the need for prior approval for license assignments and transfers of control, and the requirements set forth in the Rules at issue in the Investigation; (ii) a description of the regulatory requirements applicable to the accurate reporting of information in FCC applications; and (iii) instructions regarding due diligence for FCC applications. The Compliance Manual will be updated from time to time, as needed.

(c) **Compliance Training Program.** Within 90 calendar days of the Effective Date, Liberty-Bell will begin administering a Compliance Training Program for employees and others who perform duties at Liberty-Bell that trigger or may trigger compliance-related responsibilities. This Compliance Training Program will be presented to new employees who are engaged in such activities, within the first 60 calendar days of employment. This Compliance Training Program will track the Compliance Manual, focusing on proper implementation of the Compliance Manual and tailored to specific user groups.

(d) **Compliance Reports.** Liberty-Bell will submit a Compliance Report to the Commission 90 days after the Effective Date and annually thereafter on the anniversary of the Effective Date until the Termination Date. Each Compliance Report will include a certification by the Compliance Officer, as an agent of and on behalf of Liberty-Bell, stating that he/she has personal knowledge that: (i) Liberty-Bell has established operating procedures intended to ensure compliance with the terms and conditions of this Consent Decree and with Section 214(a) of the Act, and sections 63.01, 63.03, 63.04, 63.18 and 63.24 of the Rules, together with an accompanying statement explaining the basis for the certification; (ii) Liberty-Bell has been utilizing those procedures since the previous Compliance Report was submitted; and (iii) the Compliance Officer is not aware of any instances of non-compliance with the Consent Decree or those specified sections of the Act and the Rules. The certification must comply with section 1.16 of the Rules and be subscribed to as true under penalty of perjury in substantially the form set forth therein. If the Compliance Officer cannot provide the requisite certification, he/she shall provide the Commission with a detailed explanation of: (i) any instances of non-compliance with this Consent Decree and those specified sections of the Act and the Rules, and (ii) the steps that Liberty-Bell has taken or will take to remedy each instance of non-compliance and ensure future compliance, and the schedule on which proposed remedial actions will be taken. All Compliance Reports shall be directed to the Chief, Investigations and Hearings Division, Enforcement Bureau, Federal Communications Commission, 445 12th Street, S.W., Washington, D.C. 20554.

(e) **Termination.** The requirements relating to the Compliance Plan shall expire 36 months after the Effective Date.

10. **Voluntary Contribution.** Liberty-Bell agrees that it will make a voluntary contribution to the United States Treasury in the amount of \$30,000.00. The payment shall be made within 30 days after the Effective Date of the Adopting Order. The payment shall be made by check or similar instrument, payable to the Order of the Federal Communications Commission. The payment must include the Account Number and FRN Number referenced in the caption to the Adopting Order. Payment by check or money order may be mailed to the Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000. Payment by overnight mail may be sent to U.S. Bank - Government Lockbox # 979088 SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101. Payment by wire transfer may be made to ABA Number 021030004, receiving bank TREAS/NYC, and account number 27000001. Liberty-Bell will also send electronic notification within 48 hours of the date payment is made to Hillary.DeNigro@fcc.gov and to Robert.Krinsky@fcc.gov.

11. **Waivers.** Liberty-Bell agrees to waive any and all rights it may have to seek administrative or judicial reconsideration, review, appeal or stay, or to otherwise challenge or contest the validity of this Consent Decree and the Adopting Order, provided the Consent Decree is adopted without change, addition, modification, or deletion. Liberty-Bell shall retain the right to challenge Commission interpretation of the Consent Decree or any terms contained herein. If either Party, or the United States on behalf of the Commission, brings a judicial action to enforce the terms of the Adopting Order, neither Liberty-Bell nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and Liberty-Bell shall waive any statutory right to a trial *de novo*. Liberty-Bell hereby agrees to waive

any claims it may otherwise have under the Equal Access to Justice Act, 5 U.S.C. § 504 and 47 C.F.R. § 1.1501 *et seq.*, relating to the matters addressed in this Consent Decree.

12. **Subsequent Rule or Order.** The Parties agree that if any provision of the Consent Decree conflicts with any subsequent rule or Order adopted by the Commission (except an Order specifically intended to revise the terms of this Consent Decree to which Liberty-Bell does not expressly consent) that provision shall be superseded by such Commission rule or Order.

13. **Successors and Assigns.** Liberty-Bell agrees that the terms and conditions of this Consent Decree shall be binding on its successors, assigns, and transferees with respect to Liberty-Bell's operations.

14. **Final Settlement.** The Parties agree and acknowledge that this Consent Decree shall constitute a final settlement between the Parties. The Parties further agree that this Consent Decree does not constitute either an adjudication on the merits or a factual or legal finding or determination regarding any compliance or noncompliance with the requirements of the Act or the Commission's Rules and Orders.

15. **Modifications.** This Consent Decree cannot be modified without the advance written consent of both Parties.

16. **Paragraph Headings.** The headings of the Paragraphs in this Consent Decree are inserted for convenience only and are not intended to affect the meaning or interpretation of this Consent Decree.

17. **Authorized Representative.** Each party represents and warrants to the other that it has full power and authority to enter into this Consent Decree.

18. **Counterparts.** This Consent Decree may be signed in any number of counterparts (including by facsimile), each of which, when executed and delivered, shall be an original, and all of which counterparts together shall constitute one and the same fully executed instrument.

By: _____
P. Michele Ellison
Chief, Enforcement Bureau
Federal Communications Commission

By: _____
Nigel Alexander
Manager
Liberty-Bell Telecom, LLC

Date: _____

Date: _____